
PROJECT MANUAL



2021-2022 CAPITAL IMPROVEMENT PROJECT BUILDING AND SITE IMPROVEMENT

ANNE M. DORNER MIDDLE SCHOOL, 100 VAN CORTLANDT AVENUE, OSSINING,
NY 10562

CPL NO: 14428.18

DOCUMENT DATE: NOVEMBER 15, 2020

SED PROJECT NO: 66-14-01-03-0-008-028

DESIGN PROFESSIONAL'S CERTIFICATION

The undersigned certifies that, to the best of his or her knowledge, information and belief, the design conforms to all applicable provisions of the Building Code of New York State, the New York State Energy Conservation Construction Code, and the Manual of Planning Standards of the New York State Education Department.

ARCHITECT/ENGINEER

CPL

50 FRONT STREET
NEWBURGH, NY 12550
(800) 274-9000

OWNER

OSSINING UNION FREE SCHOOL DISTRICT

400 Executive Boulevard
OSSINING, NY 10562
(914) 941-7700



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END OF SECTION 00 0115

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**SECTION 00 1116
INVITATION TO BID**

THE OSSINING UFSD INVITES BIDS FOR "OSSINING UFSD 2021-2022 CIP -AMD BUS LOOP SITE IMPROVEMENTS AND BUILDING DOOR AND GLASS REPLACEMENT" PROJECT. SEPARATE SEALED BIDS WILL BE RECEIVED AT THE OSSINING UFSD, 400 EXECUTIVE BOULEVARD, OSSINING, NY 10562, UNTIL 3:45 P.M, LOCAL TIME, ON 03-02-2023

1.01 PROJECT INFORMATION

- A. Project Identification: Ossining UFSD 2021-2022 CIP -AMD BUS LOOP SITE IMPROVEMENTS AND BUILDING DOOR AND GLASS REPLACEMENT
 - 1. Project Location(s):
 - a. AMD Middle School, 100 Van Cortlandt Avenue, Ossining, NY 10562
- B. Owner: Ossining UFSD, 400 Executive Boulevard, Ossining, NY, 10562
 - 1. Owner's Representative:
 - a. Jared Mance
 - b. PH: 914-762-5740 x3339
- C. Architect/Engineer: CPL (Clark Patterson Lee), at 50 Front Street, Newburgh, NY 12550.
- D. Project Description: Project consists of bus loop site improvements and building door and glass replacement.
- E. Construction Contract: Bids will be received for the following Work:
 - 1. Multiple Contract Project consisting of the following prime contracts:
 - a. Contract 1: General Construction Work
 - b. Contract 2: Site Construction Work

1.02 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: 03-02-2023
 - 2. Bid Time: 3:45 p.m local time.
 - 3. Location: Ossining UFSD, 400 Executive Boulevard, Ossining, NY 10562
- B. Bids will be thereafter publicly opened.

1.03 BID SECURITY

- A. Bid security shall be submitted with each bid 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".

1.04 PREBID MEETING

- A. Prebid Meeting: A Pre-Bid meeting/walk-thru for the Project will be held at 3:30 pm, local time on 02-15-2023, starting at the AMD, 100 Van Cortlandt Avenue, Ossining, NY 10562. Prospective bidders are **requested** to attend. Prospective bidders may visit the site during business hours by appointment by contacting Jared Mance at 914-762-5740 x3339.

1.05 DOCUMENTS

- A. Complete digital sets of Bidding Documents may be obtained online as a download at www.cplplanroom.com under 'public projects' for a non-refundable reproduction fee of \$49.00.
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- B. Complete hard copy sets of Bidding Documents may be obtained from Rev, 330 Route 17A, Suite #2, Goshen, New York 10924 Tel: 1-877-272-0216, upon depositing the sum of \$75 for each combined set of documents. Checks or money orders shall be made payable to Ossining UFSD. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.
- C. All bid addenda will be transmitted to registered plan holders via email and will be available at www.cplplanroom.com. Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.
- D. A Bidder, upon 1) making the deposit required for the Bid Documents, 2) submitting a Proposal accompanied by a the required bid security, and 3) returning the plans and specifications used by such Bidder in good condition within thirty (30) days following the award of the Contract, or rejection of the Bid, shall have returned to them the full amount of the deposit for one copy of the plans and specifications.

1.06 TIME OF COMPLETION

- A. Successful bidder shall begin the Work upon receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.07 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.08 NOTIFICATION

- A. Attention of the Bidder is particularly called to the Owner's sales tax exemption, the requirements as to conditions of employment to be observed, and the minimum wage rates to be paid under the Contract. In addition, the Bidding Documents 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.
- B. 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.
- C. No bids may be withdrawn for a period of forty-five (45) days after opening of bids.

1.09 AWARD OF BIDS

- A. The Ossining UFSD hereby reserves the right to waive any informalities and reject any, or all, Bids or to accept the one that, in its judgement, will be in the best interest of Ossining UFSD.
- B. The Owner further reserves its right to disqualify Bidders for any material failure to comply with the "Instructions to Bidders".

END OF SECTION 00 1116

AIA® Document A701™ – 2018

Instructions to Bidders

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

Building and Site Improvement
Anne M. Dornier Middle School
100 Van Cortlandt Avenue
Ossining, New York 10562

THE OWNER:
(Name, legal status, address, and other information)

Ossining Union Free School District
400 Executive Boulevard
Ossining, New York 10562

THE ARCHITECT:
(Name, legal status, address, and other information)

CPL
50 Front Street, Suite 202
Newburgh, New York 12550

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using 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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

(Paragraph deleted)

§ 3.1.2. Bidders may obtain one complete set of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within thirty (30) days following the award of the Contract or rejection of the 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. Good condition as used in this section means that the Bidding Documents must be returned bound as issued, legible, and containing only the markings necessary for bidding purposes.

§ 3.1.3 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.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven calendar days prior to the date for receipt of Bids.

(Paragraphs deleted)

The day the bids are due shall not be counted as one of the seven days referred to.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on the Substitution Request Form is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 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. The day the bids are due shall be counted as one of the four days referred to.

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

§ 3.5 EQUIVALENCY

§ 3.5.1 In the Specifications, if two or more kinds, types, brands, or manufacturers or materials are named, they shall be 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, manufacturer or material other than those named in the Specification, he shall indicate in writing to the Architect and Owner, and prior to the award of Contract, what kind, type, brand or manufacturer is included in the Base Bid for the specified item.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form.

§ 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 neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.1.9 Each bid must include a fully executed copy of the Insurance Certification Form (See Section 00 4980). Failure to include with the bid may result in the Owner finding the Contractor "non-responsive" to the bid documents.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a Bid Security in the form and amount required. 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. .

§ 4.2.1.1 Bids shall be accompanied by a Bid Security of not less than five percent (5%) of the amount of the Bid. Such Bid Security shall be submitted in the form of a Bid Bond or a Certified Check made payable to the Owner. The submission shall be made with the understanding that the Bid Security shall guarantee that the Bidder will not withdraw its Bid for a period of forty-five (45) days after the scheduled closing time for the receipt of Bids, and that if its Bid is accepted, the Bidder will enter into a formal contract with the Owner in accordance with the terms stated in the Bid and will furnish any required performance and payment bonds at the time required. In the event of the withdrawal of said Bid within the forty-five (45) day period or the failure of the successful Bidder to enter into the Contract with the Owner or the failure of the successful Bidder to furnish required performance and payment bonds at the time required, the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty, which represents the damage the Owner incurred as a result of the Bidder's default.

§ 4.2.1.2 The Bid Securities shall be returned to all Bidders except the three (3) lowest Bidders within three (3) days after the formal opening of bids. The remaining Bid Securities will be returned within forty-eight (48) hours after the Owner and the successful Bidder have executed the Contract and executed performance and payment bonds have been approved by the Owner. If a Contract has not been executed or performance and payment bonds have not been approved by the Owner within forty-five (45) days after the scheduled closing time for the receipt of bids, then Bid Securities will be returned within three (3) days after the expiration of this forty-five (45) day period unless the Bid Security has been forfeited under § 4.2.1.1.

§ 4.2.2 If the Bid Security is provided in the form of a Bid Bond (rather than a certified check), it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

(Paragraphs deleted)

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1

(Paragraphs deleted)

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.

(Paragraph deleted)

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be returned.

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.

.1 The Owner may also reject any Bid not prepared and submitted in accordance with all provisions of the Bidding Documents.

§ 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 for this Bid.

(Paragraphs deleted)

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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 The Bidder shall furnish bonds covering the faithful performance of the Contract (performance bond) and payment of all obligations arising thereunder (payment bond). Bonds may be secured through the Bidder's usual sources unless otherwise required in writing. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Bid and Contract Sum. The amount of each bond shall be equal to one hundred (100) percent of the Contract Sum.

§ 7.1.2 The cost of furnishing performance and payment bonds shall be included in the Bid and Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost shall be adjusted and included in the Bid and Contract Sum.

(Paragraphs deleted)

§ 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 ten (10) days after the Bidder has received notice of the acceptance of its Bid but in no event shall bonds be delivered later than the date of the executed 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 required in writing, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. The amount of each bond shall be equal to one hundred (100) percent of the Contract Sum.

- .1 The Performance and Payment Bonds shall have as surety thereunder such surety company or companies as are acceptable to Treasury Department of the United States on Bonds given to the United States Government, and are authorized to do business in the State of New York. Premium on such Bonds shall be included in the Bid.

§ 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 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1

(Paragraphs deleted)

All Specification Sections and Drawings listed in Section 00 01 10 Table of Contents and Section 00 01 15 List of Drawing Sheets.

ARTICLE 9: TAXES THE OWNER IS AN ORGANIZATION, WHICH IS EXEMPT FROM NEW YORK STATE AND LOCAL SALES AND USE TAXES. MATERIALS PURCHASED FOR USE IN FULFILLING THIS CONTRACT WILL BE EXEMPT FROM NEW YORK SALES TAX. THE OWNER WILL PROVIDE THE CONTRACTOR WITH A COMPLETED FORM ST-121.1, EXEMPT ORGANIZATION CERTIFICATION. THE CONTRACTOR SHALL PRESENT A COPY OF THIS FORM AND A COMPLETED FORM ST-120.1, CONTRACTOR EXEMPT PURCHASE CERTIFICATE, TO EACH SUPPLIER. SHOULD SALES TAX BE ASSESSED, THE OWNER AGREES THAT THE CONTRACT SUM SHALL BE INCREASED BY THE FULL AMOUNT OF SUCH ASSESSMENT.

(Table deleted)

ARTICLE 10: NEWFORMA REQUIREMENTS

(Paragraphs deleted)

§ 10.1 After notification of selection of award of the Contract, the Bidder shall be required to use the Newforma Info Exchange for the transfer of Submittals, Shop Drawings and RFI's. There will be **no exceptions** to this requirement. The contractor will be given Login and Password free of charge.

GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the furnishing, delivery and installation of the various items of equipment or supplies, as required by the Ossining Union Free School District, as set forth in the attached specifications, will be opened on the date noted in Section 00 1112 Advertisement for Bids.
2. The completed bid form shall be without interlineations, alterations, or erasures. No oral, telephonic, or telegraphic proposals or modifications will be considered. No conditions or limitations shall be added to any bid.

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Any or all such interpretations and any supplemental instructions will be in the form of written addenda. See Section 00 2000 for additional information.

Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda issued shall become a part of the contract document.

Bids will be processed and tallied based on the information submitted and supplemental information will not be accepted after the bids are opened.

3. All parts of the invitation to bid and information for bidders shall become a part of the specifications.
4. Samples, if substitutes are bid, must be furnished at the bidder's expense. The Board of Education reserves the right to require any or all bidders to submit samples for inspection and test.

Damaged or rejected items will be returned at bidder's expense.

5. All items delivered and/or installed must meet the requirements of the specifications. The Board of Education reserves the right to have the Director of School Facilities, Operations and Maintenance, inspect each item as it is received and unpacked prior to placing and setting or installation and to require prompt removal or replacement of any items not according to specifications or otherwise unsatisfactory.
6. All prices quoted will be final cost to the District. Price shall not include state or federal excise taxes.

All bids submitted shall include all expenses of delivery and erection of all materials when so indicated and specified.

7. Each bidder must state that no officer of the school district or member of the Board of Education is directly or indirectly financially interested in the proposal, or any portion of the profits.

Bidder shall execute and seal the Bid Proposal Certifications (see Section 00 4960).

8. The Board of Education reserves the right to reject any or all bids and to accept any or all combinations of the bid deemed to be in the best interest of the Ossining Union Free School District, Ossining, New York.

9. No bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening.

All awards will be made as soon as possible.

10. All bids must be enclosed in a sealed envelope, and plainly marked with the name of bidder.

Bids received late will be returned to the sender unopened.

11. Payment shall be made in full as early as accounting practices will permit (approximately 30 days) after entire order has been delivered and/or installed in the specified areas, checked out for proper functioning, and other conditions of these specifications met in full to the satisfaction of the Board of Education. With each application for payment a certified payroll must be submitted. After the first application for payment partial release of lien is required.

12. The Board's Right to do Work - Should the contractor neglect to properly prosecute the work or fail to perform any provision of this contract, the Board may after three days' notice in writing being given the contractor, without prejudice to any other remedy the Board may have, make good such deficiencies and may deduct the cost thereof from payments then or thereafter due the contractor.

13. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications, including all addenda, if any. The failure or omission of any bidder to receive and examine any form, instrument, or document, shall in no way relieve him of any obligation in respect to his bid.

15. Copies of the specifications may be obtained at the Office of the Director of School Facilities, behind Anne M. Dorner Middle School at 70 Van Cortland Avenue, Suite 100, Ossining, New York 10562.

16. Bidders shall visit the site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the site and the building, and any other work being performed thereon at the time of submission of the bid. No claims for extra compensation based on ignorance of existing site conditions will be considered.

PLEASE NOTE: SITE LOCATION VISITS

- a. In order to visit the site location, you must contact the office of the Director of School Facilities, Operations and Maintenance, (914) 762-5740 ext. 3366, for a scheduled appointment.
- b. Any person who is not an employee of the Ossining Public Schools must sign in at the main office of that building immediately upon entering and request that a custodian accompany them.

Failure to adhere to these conditions could result in the loss of consideration in future bidding.

16. All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the owner who shall be the final judge of the quality of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet the Owner's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the contractor at his own expense.
17. All responsibility for damage to buildings during installation shall be assumed by said bidder(s). The Board of Education or its agent shall determine such damage.
18. The contractor must comply with all laws, ordinances and codes, local or state, and must be responsible for any and all accidents that may occur to all persons in connection with this work.
19. All bidders must comply with the labor laws and are required to pay at least the minimum wage rates and supplements specified in the schedule established by the industrial commissioner.
20. Chapter 207 of the Laws of 1974 amended Section 2022 of the Labor Law provides that in the construction of public works for municipalities, including school districts, preference in employment shall be given to citizens of New York who have been residents for at least six months. If this section is not complied with, the contract will be void.
21. Contractors' attention is directed to "Contract Requirements" as set forth by Article 8 of the New York State Labor Law.

22. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of worker's compensation and NY State disability insurance. The contractor shall require any subcontractor(s) to provide all of the requirements of this section before any work is to commence.

A. The policy naming the district as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "Secured" or better, New York State admitted insurer. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
- Provide for 30 days' notice cancellation.
- State that the organizations coverage shall be primary and non-contributory coverage for the district, its Board, employees, and volunteers.
- The district shall be listed as an additional insured by using endorsement **CG 20 10 11 85** or equivalent. Examples of equivalent ISO additional insured endorsements include using both **CG 20 33 010 01** and **CG 20 37 10 01** together. A completed copy of the endorsement must be attached with the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
- At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
- The contractor agrees to indemnify the district for any applicable deductibles and self insured retentions.
- The insurance producer must indicate whether they are an agent for companies providing the coverage.

B. Required Insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Worker's Compensation, Employers and Liability and NYS disability Insurance**
Statutory Worker's Compensation, Employer's Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACCORD certificates are not acceptable.
 - **Owners Contractors Protective Insurance**
(Required for construction projects in excess of \$200,000.)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.
 - **Excess Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 (or higher) each occurrence and aggregate depending on the type and size of the project. Excess coverage shall be on a follow-form basis.
 - **Bid Performance and Labor & Material Bonds**
If required in the specifications, a New York State admitted Surety Company in good standing should provide these bonds.
 - **Builders Risk Insurance or Installation Floater**
Builders risk coverage can be provided by NYSIR, or required of the contractors. Installation floaters are provided by the contractor(s).
- C. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, no less than two (2) weeks prior to the commencement of work.
- D. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.
23. The enclosed fully executed Hold Harmless Agreement and Prevailing wage Agreement shall be submitted with each bid.
24. The successful bidder must deliver to the owner executed bonds in an approved form and in the amount of one hundred (100%) per cent of the accepted bid as security for faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in accordance therewith, having as surety thereon such surety company or companies as are approved by the owner, and are licensed and

authorized to do business in the State of New York, and are approved by the New York State Insurance Department.

25. Power of Attorney: Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

END OF SECTION 00 2010

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REQUESTS
FOR
CLARIFICATION
OF BID
DOCUMENTS

00 3000 1

SECTION 00 3000
REQUESTS FOR CLARIFICATION OF BID DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Requests for clarifications of the Bid Documents shall be submitted by Bidders to the Architect/Engineer via email (send to MMaleike@CPLteam.com). Requests shall include the following information:
 - 1. Project Name: Ossining UFSD, Ossining UFSD 2021-2022 CIP -AMD.
 - 2. Bidder's name and full contact information.
 - 3. Subject Specification Number.
 - 4. Subject Drawing Number.
 - 5. Clarification request/question.
- B. All valid request for clarifications will be answered via written addendum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 3000

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**SECTION 00 3114
CONSTRUCTION SCHEDULE**

PART 1 GENERAL

1.01 CONSTRUCTION SCHEDULE

A. Contractor shall complete work of their Contract per the following Schedule:

| Work | Start Date (Date listed or earlier if permitted by Owner) | Completion Date |
|---------------|--|------------------------|
| Submittals: | Submittals to begin upon award of Contract. | |
| Construction: | June 26, 2023 | August 25, 2023 |

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 3114

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FORM OF PROPOSAL – CONTRACT 1: GENERAL CONSTRUCTION WORK

00 4000 2

1.04 TIME OF COMPLETION

- A. It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work within 10 consecutive calendar days of this notice to proceed and fully complete the work by, August 25th 2023

1.05 ALLOWANCES (REFERENCE SPECIFICATION SECTION 012100)

- A. Specified Allowance as indicated in Specification Section 012100. This amount is to be included in the Base Bid above.

- 1. Allowance Amount:

| | |
|----|-----------------|
| \$ | (Insert Amount) |
|----|-----------------|

1.06 BID SECURITY

- A. Bid Security in the form of a Certified or Cashier's Check or a Bid Bond in the form required by the Contract Documents is attached to and made a part of this Proposal.

1.07 IRAN DIVESTMENT ACT CERTIFICATION

- A. Contractor to submit with the bid, Iran Divestment Act Certification which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

1.08 REPRESENTATIONS

- A. By submitting this Proposal the Bidder represents and certifies to the Owner and the Architect that
 - 1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL the Owners Consultant, for this Project.
 - 2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
 - 3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
 - 4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and

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FORM OF PROPOSAL – CONTRACT 1: GENERAL CONSTRUCTION WORK

00 4000 3

- c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

1.09 CHANGE ORDERS

- A. We propose and agree that the above lump sum shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:
 - 1. Profit and overhead as permitted in the General Conditions.

1.10 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.11 ACCEPTANCE

- A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

1.12 AFFIRMS

- A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.13 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a (select with circle):
 - 1. Corporation, Partnership, Individual.
 - 2. If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

1.14 PLACE OF BUSINESS

- A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered.

| | |
|---------------------------|-----|
| Name of Contact Person: | |
| Name of Business or Firm: | |
| Address: | |
| Address: | |
| Telephone: | Fax |

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FORM OF PROPOSAL – CONTRACT 1: GENERAL CONSTRUCTION WORK

00 4000 4

| |
|--|
| Email Address: |
| FEIN: Federal Employer Identification No.: |

1.15 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

1.16 ADDENDA

- A. Any addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

| | |
|------------|--------|
| Addendum # | Dated: |
| Addendum # | Dated: |
| Addendum # | Dated: |
| Addendum # | Dated: |

1.17 ASBESTOS

- A. The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

1.18 AUTHORIZED SIGNATURES FOR PROPOSALS

| |
|---|
| Individual or Legal Name of Firm or Corporation: |
| Signature of Representative of Firm or Corporation: |
| Printed Name and Title: |
| Date: |
| If Corporation – provide Seal: |

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FORM OF PROPOSAL – CONTRACT 1: GENERAL CONSTRUCTION WORK

00 4000 5

1.19 IRAN DIVESTMENT ACT CERTIFICATION

- A. By submission of this bid, (DL & AV Equip 1315), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - 1. That each bidder/contractor/assignee is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. (See Article in the Instructions to Bidders.)

| |
|---|
| Individual or Legal Name of Firm or Corporation: |
| Mailing Address: |
| Signature of Representative of Firm or Corporation: |
| Printed Name and Title: |
| Date: |
| SWORN to before me this date: |
| Notary Public Signature and Stamp: |

1.20 SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees.

| |
|---|
| Name of Contractor: |
| Name of Business or Firm: |
| Address: |
| Telephone: Fax |
| Email Address: |
| Signature and Title of Contractor: |
| Date: |

END OF SECTION 00 4000

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FORM OF PROPOSAL – CONTRACT 2: SITE CONSTRUCTION WORK

00 4010 1

SECTION 00 4010 - FORM OF PROPOSAL – CONTRACT 2: SITE CONSTRUCTION WORK

PART 1 GENERAL

1.01 SUMMARY

A. Fill in information:

| |
|-----------------------|
| Date: |
| TO: |
| OWNER NAME & ADDRESS: |
| |
| |
| |
| FROM: |
| BIDDER NAME & ADDRESS |
| |
| |

1.02 GENERAL

A. Pursuant to, and in compliance with, the Procurement and Contracting Requirements, Conditions of the Contract, relative thereto and all of the Contract Documents, including any Addenda issued by the Architect and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we, _____

- having visited the site and being familiar with all conditions and requirements of the Work, hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to Contract 2: SITE CONSTRUCTION WORK as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled (2021-2022 CIP - AMD Building and Site Improvements) all to the satisfaction and approval of the Architect and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

| |
|---------------|
| _____ DOLLARS |
| (\$ _____) |
| BASE BID |

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] (or Insert number) days after a written Notice of Award, if offered within [45] (or insert number) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid.

- In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

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FORM OF PROPOSAL – CONTRACT 2: SITE CONSTRUCTION WORK

00 4010 2

1.04 TIME OF COMPLETION

- A. It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work within [10] (or Insert number) consecutive calendar days of this notice to proceed and fully complete the work [in (insert number) calendar days] [by, (insert date).] [as indicated in the project schedule.]

1.05 ALLOWANCES (REFERENCE SPECIFICATION SECTION 012100)

- A. Specified Allowance as indicated in Specification Section 012100. This amount is to be included in the Base Bid above.

- 1. Allowance Amount:

\$ _____ (Insert Amount)

1.06 UNIT PRICES (REFERENCE SPECIFICATION SECTION 012700)

- A. Enter in unit prices from spec section 012700. (Unit prices are used in anticipation that there will be additional quantities of materials and labor not expressly indicated on the contract documents.)

- 1. Unit Price No. SC-1: (Insert Description Here)

\$ _____ per _____

- 2. Unit Price No. SC-2: (Insert Description Here)

\$ _____ per _____

- 3. Unit Price No. SC-3: (Insert Description Here)

\$ _____ per _____

1.07 ALTERNATES (REFERENCE SPECIFICATION SECTION 012300.)

- A. Enter a whole dollar amount, even if it is zero (\$ 0), for each Alternate. Circle "ADD" or "DEDUCT" for each Alternate Bid. If neither is circled, "DEDUCT" will be assumed. Do not leave any Alternate amount blank. If any amount is blank, it will be assumed the Bidder will provide that Alternate for no change, neither increase nor decrease, in Contract Price.

- 1. Alternate No. SC-1;(Insert Description Here):

ADD/DEDUCT (\$ _____)

 DOLLARS

- 2. Alternate No. SC-2;(Insert Description Here):

ADD/DEDUCT (\$ _____)

 DOLLARS

- 3. Alternate No. SC-3;(Insert Description Here):

ADD/DEDUCT (\$ _____)

 DOLLARS

1.08 BID SECURITY

- A. Bid Security in the form of a Certified or Cashier's Check or a Bid Bond in the form required by the Contract Documents is attached to and made a part of this Proposal.

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FORM OF
PROPOSAL –
CONTRACT 2:
SITE
CONSTRUCTION
WORK

00 4010 3

1.09 IRAN DIVESTMENT ACT CERTIFICATION

- A. Contractor to submit with the bid, Iran Divestment Act Certification which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

1.10 REPRESENTATIONS

- A. By submitting this Proposal the Bidder represents and certifies to the Owner and the Architect that
1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL the Owners Consultant, for this Project.
 2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
 3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
 4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
 - c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - d. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

1.11 CHANGE ORDERS

- A. We propose and agree that the above lump sum shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:
1. Profit and overhead as permitted in the General Conditions.

1.12 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

14428.18

FORM OF PROPOSAL – CONTRACT 2: SITE CONSTRUCTION WORK

00 4010 4

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.13 ACCEPTANCE

- A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

1.14 AFFIRMS

- A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.15 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a (select with circle):
 - 1. Corporation, Partnership, Individual.
 - 2. If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

1.16 PLACE OF BUSINESS

- A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered.

| | |
|--|-----|
| Name of Contact Person: | |
| Name of Business or Firm: | |
| Address: | |
| Address: | |
| Telephone: | Fax |
| Email Address: | |
| FEIN: Federal Employer Identification No.: | |

1.17 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

1.18 ADDENDA

- A. Any addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

| | |
|------------|--------|
| Addendum # | Dated: |
|------------|--------|

14428.18

FORM OF
PROPOSAL –
CONTRACT 2:
SITE
CONSTRUCTION
WORK

00 4010 5

| | |
|------------|--------|
| Addendum # | Dated: |
| Addendum # | Dated: |
| Addendum # | Dated: |

1.19 ASBESTOS

- A. The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

1.20 AUTHORIZED SIGNATURES FOR PROPOSALS

| |
|---|
| Individual or Legal Name of Firm or Corporation: |
| Signature of Representative of Firm or Corporation: |
| Printed Name and Title: |
| Date: |
| If Corporation – provide Seal: |

1.21 IRAN DIVESTMENT ACT CERTIFICATION

- A. By submission of this bid, (DL & AV Equip 1315), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 1. That each bidder/contractor/assignee is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. (See Article in the Instructions to Bidders.)

| |
|---|
| Individual or Legal Name of Firm or Corporation: |
| Mailing Address: |
| Signature of Representative of Firm or Corporation: |
| Printed Name and Title: |

14428.18

FORM OF
PROPOSAL –
CONTRACT 2:
SITE
CONSTRUCTION
WORK

00 4010 6

| |
|------------------------------------|
| Date: |
| SWORN to before me this date: |
| Notary Public Signature and Stamp: |

1.22 SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees.

| |
|---|
| Name of Contractor: |
| Name of Business or Firm: |
| Address: |
| Telephone: Fax |
| Email Address: |
| Signature and Title of Contractor: |
| Date: |

END OF SECTION

**SECTION 00 4510
ASBESTOS NOTIFICATION**

PART 1 GENERAL

1.01 SUMMARY

- A. Attached Asbestos Notification form.
 - 1. The attached form shall be submitted to the Architect/Engineer by each Contractor in accordance with the Contract Documents prior to performing any work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION
ASBESTOS NOTIFICATION**

THE ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA) REQUIRES SCHOOL DISTRICTS TO INFORM ALL NON-DISTRICT EMPLOYEES (CONTRACTORS, VENDORS, ETC.) WHO PERFORM SHORT TERM WORK IN A SCHOOL BUILDING OF THE LOCATIONS OF ANY KNOWN OR ASSUMED ASBESTOS CONTAINING BUILDING MATERIALS IN THE SCHOOL. EXPOSURE TO ASBESTOS FIBERS CAN BE HAZARDOUS TO ONE'S HEALTH AND TO THE HEALTH OF THE BUILDING OCCUPANTS. PRECAUTIONS MUST BE TAKEN TO PREVENT THE DISTURBANCE OF ASBESTOS CONTAINING BUILDING MATERIALS.

THE OWNER HAS AN ASBESTOS MANAGEMENT PLAN THAT INDICATES THE SPECIFIC LOCATIONS WHERE ASBESTOS IS KNOWN TO EXIST.

PLEASE PROCEED WITH CAUTION AND REMEMBER THAT THE OWNER'S BUILDINGS ARE FOR CHILDREN. NO WORK MAY BEGIN, UNTIL THE CONTRACTOR CERTIFIES, BY SIGNATURE BELOW, THAT THEY:

- Have contacted the Owner's Facilities Director to inform him/her of the scope of work.
- Have been informed by the Owner's Facilities Director of any known asbestos containing materials.
- Will take adequate measures to prevent the disturbance of asbestos fibers to the largest extent possible.
- Will inform any sub-contractors of the location of any asbestos containing materials and will require these sub-contractors to take adequate measures to prevent the disturbance of asbestos fibers.
- Will immediately contact the Owner's Facilities Director if asbestos fibers are disturbed.

| | |
|--|-------------|
| NAME OF CONTRACTOR (PRINTED) | |
| | |
| TITLE (PRINTED) | |
| | |
| ADDRESS OF CONTRACTOR (PRINTED) | |
| | |
| ADDRESS OF CONTRACTOR (PRINTED) | |
| | |
| SIGNATURE | DATE |
| | |

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of 202__

Notary Public: _____

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this

_____ day of 202_____

Notary Public: _____

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____

Date of Bid: _____

I. General Bid Certification: The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

II. Non-Collusive Bidding Certification: By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

Signature (Authorized) _____

Title _____

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HOLD HARMLESS AGREEMENT

Contractor will be required to sign the following "Hold Harmless" Agreement with the Ossining Union Free School District. Compliance with the foregoing requirements for insurance shall not relieve the contractor from liability set forth under the Indemnity Agreement.

The _____
(Name of Company)

hereby agrees to defend, indemnify and save harmless the Ossining Union Free School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense including counsel fees, to the extent permissible by law, arising out of the services provided for the contractor under the contract including but not limited to the transportation of individuals by the _____
(Name of Company)

its employees, agents, servants, and volunteers.

Date

Contractor/Bidder

Seal - Signature of Authorized Officer
of Corporation, Partnership, etc.

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AIA® Document A101® – 2017

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

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

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

OSSINING UNION FREE SCHOOL DISTRICT
400 Executive Boulevard
Ossining, New York 10562

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

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

Building and Site Improvement

Anne M. Dorner Middle School
100 Van Cortlandt Avenue
Ossining, New York 10562
SED #66-14-01-03-0-008-028

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

CPL
50 Front Street, Suite 202
Newburgh, NY 12550

The Owner and Contractor agree as follows.

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

Init.

[] By the following date:

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

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

| Item | Price |
|------|-------|
|------|-------|

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

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

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

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

None.

Init.

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

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

None.

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

As per Section 106-b of the General Municipal Law.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Init.

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User Notes:

(1802454133)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

- .5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

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

- .8 Other Exhibits:

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

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

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

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[] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

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

The Contract Documents also 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, and portions of Addenda relating to bidding.

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

(1802454133)

PROJECT
FORMS AND
RELATED
DOCUMENTS

SECTION 00 6000
PROJECT FORMS AND RELATED DOCUMENTS**PART 1 GENERAL****1.01 SUMMARY**

- A. This Section lists the project forms used for administration of the project.

1.02 FORMS

- A. The following forms are provided in this Section:
1. FRONT END SUBMITTAL LOG
 2. REQUEST FOR INFORMATION (RFI) FORM
 3. SUBCONTRACTOR LIST
 4. ALLOWANCE DISBURSEMENT AUTHORIZATION FORM
 5. SUBSTITUTION REQUEST FORM
 6. SUBMITTAL COVER
 7. INFORMATION BULLETIN
 8. AIA FORMS (Forms provided are samples. Original AIA Documents shall be used):
 - a. Contractor's Qualification Statement (AIA Document A305).
 - b. Bid Bond (AIA Document A310).
 - c. Performance Bond (AIA Document A312).
 - d. Change Order (AIA Document G701/CMA).
 - e. Application and Certificate for Payment (AIA Document G732 and Continuation Sheet (AIA Document G703).
 - f. Certification of Substantial Completion - Construction Manager-Advisor Edition (AIA Document G704/CMA).
 - g. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706).
 - h. Contractor's Affidavit of Release of Liens (AIA Document G706A).
 - i. Consent of Surety to Final Payment (AIA Document G707).
 - j. Work Changes Proposal Request (AIA Document G709).
 - k. Architect's Supplemental Instructions (AIA Document G710).
 - l. Construction Change Directive (AIA Document G714).
 - m. Supplemental Attachment for ACORD Certificate of Insurance 25-S (AIA Document G715).

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.01 PROCEDURES**

- A. Front End Submittal Log: This document is a checklist of the required submissions. Refer to Bidding Requirements, Section entitled "Instructions to Bidders" and Division 1, Specification Section entitled "SUBMITTAL PROCEDURES" for submission procedures.
- B. Project Request For Information (RFI) Form: This form is to be used for information requests. The forms are filled out by any party to the contract and sent to the Architect/Engineer. The Architect/Engineer shall number RFI before processing.
- C. Subcontractor List: This document is to be used identify subcontractors. The forms are filled out by each Prime Contractor for all proposed subcontractors and sent to the Architect/Engineer in accordance with. Division 1, section entitled "SUBMITTAL PROCEDURES"
-

14428.18

PROJECT
FORMS AND
RELATED
DOCUMENTS

00 6000 2

-
- D. Allowance Disbursement Authorization Form: the Architect/Engineer shall issue this document after all parties have agreed to the conditions of change to be charged to the Allowance Amount in accordance with Division 1, section entitled "ALLOWANCES", if required.
 - E. Substitution Request Form: This document is to be used for a Contractor to propose substitutions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled "SUBMITTAL PROCEDURES" and "PRODUCT REQUIREMENTS".
 - F. Submittal Cover: This document is to be used for submittal submissions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled "SUBMITTAL PROCEDURES"
 - G. Information Bulletin: The Architect/Engineer shall issue this document for 3 actions.
 - 1. PROPOSAL REQUEST: A quotations for changes in the Contract Sum and / or proposed modifications to the Contract Documents
 - 2. SUPPLEMENTAL INSTRUCTIONS: Instructions for changes to the Contract Documents without additional cost or time
 - 3. CONSTRUCTION CHANGE AUTHORIZATION: A directive to immediately proceed with changes to the work of the contract and to submit final cost for inclusion into a Change Order

END OF SECTION 00 6000



FRONT END SUBMITTAL LOG

**OSSINING UNION FREE SCHOOL DISTRICT
BUILDING AND SITE IMPROVEMENT
ANNE M. DORNER MIDDLE SCHOOL**

Contractor Name: _____

SUBMISSIONS

| Submission | Date | | Remarks |
|------------------------|-----------|----------|---------|
| | Submitted | Approved | |
| Contract: | | | |
| Schedule of Values: | | | |
| Bonds: | | | |
| Insurance: | | | |
| Workers Compensation: | | | |
| Automobile Insurance: | | | |
| Safety Program: | | | |
| Construction Schedule: | | | |
| Submittal Schedule: | | | |
| Emergency Contact: | | | |
| Substitution List: | | | |
| Subcontractor List: | | | |
| Project Manager: | | | |
| Superintendent: | | | |

This log is to be used by the Contractor to monitor and complete the required front-end submissions.

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| | |
|--------------------------------|----------------|
| REQUEST FOR INFORMATION | RFI No: |
| | Date: |

**OSSINING UNION FREE SCHOOL DISTRICT
BUILDING AND SITE IMPROVEMENT
ANNE M. DORNER MIDDLE SCHOOL**

Contract: _____

To: _____

From: _____

Copies to: _____

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

(Fully describe the question or type of information requested)

(List specific documents researched when seeking the information requested.)

Specifications: _____ Drawings: _____

Other: _____

Sender's Recommendation: _____

Receiver's Reply: _____

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order or a Construction Change Directive must be executed in accordance with the Contract Documents.

By: _____ Date: _____

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SUBCONTRACTOR LIST

**OSSINING UNION FREE SCHOOL DISTRICT
BUILDING AND SITE IMPROVEMENT
ANNE M. DORNER MIDDLE SCHOOL**

To: **Clark Patterson Lee**

50 Front Street, Suite 202
Newburgh, New York 12550

From: _____
(Contractor)

Contractors No.: _____

Contract For: _____

List Subcontractors proposed for use on this Project as required by the Construction Documents.
Attach supplemental sheets if necessary.

Section No.: _____ Section Title: _____

Firm Name: _____ Contact: _____

Address: _____

Section No.: _____ Section Title: _____

Firm Name: _____ Contact: _____

Address: _____

Section No.: _____ Section Title: _____

Firm Name: _____ Contact: _____

Address: _____

Section No.: _____ Section Title: _____

Firm Name: _____ Contact: _____

Address: _____

Section No.: _____ Section Title: _____

Attachment(s)

Signed by: _____ Date: _____

Copies: Owner Consultants File

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ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner _____
Architect/Engineer _____
Contractor _____
Field _____
Other _____
Other _____

**OSSINING UNION FREE SCHOOL DISTRICT
BUILDING AND SITE IMPROVEMENT
ANNE M. DORNER MIDDLE SCHOOL**

Allowance Disbursement No. _____ Initiation Date: _____

Contract For: _____

To Contractor: _____

Contract Date: _____

Not valid until signed by Owner, Architect/Engineer, and Contractor.

The Original Contract Allowance _____

Net Allowance Disbursements previously authorized _____

Charges to Contract Allowance as a result of this authorization _____

Current Contract Allowance Balance including this authorization _____

Owner: _____

Architect/Engineer: _____
(Clark Patterson Lee)

Contractor: _____

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SUBSTITUTION REQUEST FORM

OSSINING UNION FREE SCHOOL DISTRICT
BUILDING AND SITE IMPROVEMENT
ANNE M. DORNER MIDDLE SCHOOL

To: **Clark Patterson Lee** From: _____
50 Front Street, Suite 202 (Contractor)
Newburgh, New York 12550

Re: _____ Substitution Request Number: _____

Contract For: _____

Specification Title: _____ Description: _____

Section Number: _____ Page: _____ Part/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect/Engineer: _____

Contractor: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: No

Yes, explain _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: Yes; explain No Yes [Add] [Deduct] _____ days

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted By: _____

Signed By: _____

Firm: _____

Address _____

Phone: _____

Attachments: _____

REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed By: _____ Date: _____

Additional

Comments: Contractor Subcontractor Supplier Manufacturer Architect/Engineer

SUBMITTAL COVER SHEET

(Attach to each copy of each submittal)

Clark Patterson Lee
 50 Front Street, Suite 202
 Newburgh, New York 12550
 Phone: (800) 274 - 9000



Clark Patterson Lee
 DESIGN PROFESSIONALS

| |
|---------------|
| Submittal No. |
|---------------|

Contractor: _____
 Address: _____

Phone / Fax: () () _____

Architect Project No: 14428.18
 Contractor's Number: _____
 Project Name:
 Ossining Union Free School District
 Anne M. Dorner Middle School
 Building and Site Improvement

| | |
|---|---|
| <p><u>TYPE OF SUBMITTAL</u> (Check one)</p> <p> <input type="checkbox"/> Product Data <input type="checkbox"/> Color Samples <input type="checkbox"/> O&M Manual <input type="checkbox"/> Shop Drawings <input type="checkbox"/> Product Samples <input type="checkbox"/> Record Document <input type="checkbox"/> Other </p> <p><u>SUBSTITUTION</u> <input type="checkbox"/> YES <input type="checkbox"/> NO See General Conditions</p> <p><u>PRODUCT IDENTIFICATION</u> Specification Section No: _____ Part/Paragraph: _____ Contract Dwg. Number: _____ Detail Reference: _____ Product: _____ Manufacturer: _____</p> | <p>DATE RECEIVED BY ARCHITECT: _____</p> <p>DATE RETURNED TO CONTRACTOR: _____</p> <p><u>CONTRACTOR'S APPROVAL</u></p> <p>This submittal has been reviewed and approved by the Contractor in accordance with the General Conditions.</p> <p>By: _____ Date: _____</p> |
|---|---|

| |
|---|
| DEVIATION FROM CONTRACT DOCUMENTS: |
| |

| |
|-----------------------------|
| CONTRACTOR COMMENTS: |
| |

| | |
|--|---|
| <p>FOR USE BY CPL</p> <p style="text-align: center;">ARCHITECT/ENGINEER'S STAMP</p> <p> <input type="checkbox"/> No Exception Taken <input type="checkbox"/> Revise & Resubmit <input type="checkbox"/> Furnish as Corrected <input type="checkbox"/> Rejected </p> <p>Corrections or comments made on the submittal during this review do not relieve the Contractor from compliance with the requirements of the Contract Documents. This review is only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.</p> <p>Clark Patterson Lee</p> <p>Date: _____ By: _____</p> | <p>ARCHITECT/ENGINEER'S COMMENTS:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div> |
|--|---|

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INFORMATION BULLETIN

PROJECT: Ossining Union Free School District INFORMATION BULLETIN NO.: _____
AMD - Building and Site Improvement

DATE: _____

OWNER: _____ ARCHITECT'S PROJECT NO.: 14428.18

CONTRACTOR: _____ CONTRACT NO.: _____

CONTRACT DATE: _____

DESCRIPTION:

ATTACHMENT(S): _____

ACTION

- 1. *PROPOSAL REQUEST*: Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.
- 2. *SUPPLEMENTAL INSTRUCTIONS*: Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.
- 3. *CONSTRUCTION CHANGE AUTHORIZATION*: Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: Lump Sum Unit Price Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:

ACCEPTED:

AUTHORIZED:

BY: _____

BY: _____

BY: _____

Architect Date
Required for Actions 1,2,3

Owner Date
Required for Action 3

Contractor Date
Required for Actions 2,3

Owner
 Contractor

Architect
 Field

Structural
 Mechanical/Electrical

Civil
 Other (Roofing)

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AIA® Document A305™ – 1986

Contractor's Qualification Statement

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

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

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

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

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

§ 1.3.1 Date of incorporation:

ADDITIONS AND DELETIONS:

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

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

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

- § 1.3.2 State of incorporation:
- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

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

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

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

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

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

§ 2. LICENSING

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

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

§ 3. EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

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

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

Net Fixed Assets;

Other Assets;

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

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

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

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

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

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

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

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

| Subscribed and sworn before me this day of 20

Notary Public:

My Commission Expires:



AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

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

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



AIA[®]

Document A312[™] – 1984

Performance Bond

CONTRACTOR (*Name and Address*):

SURETY (*Name and Principal Place of Business*):

OWNER (*Name and Address*):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Date*):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(*Any additional signatures appear on the last page*)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(*Architect, Engineer or other party*):

ADDITIONS AND DELETIONS:

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

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

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

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

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AIA®

Document G701™ – 2001

Change Order

| | | |
|--|--|--|
| PROJECT <i>(Name and address):</i> | CHANGE ORDER NUMBER: DATE: | OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR <i>(Name and address):</i> | ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR: | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

| | | |
|---|----|--|
| The original Contract Sum was | \$ | |
| The net change by previously authorized Change Orders | \$ | |
| The Contract Sum prior to this Change Order was | \$ | |
| The Contract Sum will be _____ by this Change Order in the amount of | \$ | |
| The new Contract Sum including this Change Order will be | \$ | |
| The Contract Time will be _____ by () days. | | |
| The date of Substantial Completion as of the date of this Change Order therefore is | | |

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|------------------------------|-------------------------------|--------------------------|
| ARCHITECT <i>(Firm name)</i> | CONTRACTOR <i>(Firm name)</i> | OWNER <i>(Firm name)</i> |
| ADDRESS | ADDRESS | ADDRESS |
| BY <i>(Signature)</i> | BY <i>(Signature)</i> | BY <i>(Signature)</i> |
| <i>(Typed name)</i> | <i>(Typed name)</i> | <i>(Typed name)</i> |
| DATE | DATE | DATE |

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Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: PERIOD TO: DISTRIBUTION TO:

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: ARCHITECT: OWNER:

CONTRACT DATE: CONTRACTOR: ARCHITECT:

PROJECT NOS: OTHER:

FIELD:

OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

5. RETAINAGE:

- a. _____ % of Completed Work (Column D + E on G703) \$
- b. _____ % of Stored Material (Column F on G703) \$

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

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

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

8. CURRENT PAYMENT DUE \$

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

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$ | \$ |
| Total approved this Month | \$ | \$ |
| TOTALS | \$ | \$ |
| NET CHANGES by Change Order | \$ | \$ |

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By: _____ Date: _____

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

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

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AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

| | | |
|-------------------------------------|-----------------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | ARCHITECT'S PROJECT NUMBER: | OWNER: <input type="checkbox"/> |
| | | ARCHITECT: <input type="checkbox"/> |
| | CONTRACT FOR: | CONTRACTOR: <input type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> | CONTRACT DATED: | SURETY: <input type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

| | | |
|-------------------------------------|-----------------------------|--------------------------------------|
| PROJECT: <i>(Name and address)</i> | ARCHITECT'S PROJECT NUMBER: | OWNER: <input type="checkbox"/> |
| | | ARCHITECT: <input type="checkbox"/> |
| | CONTRACT FOR: | CONTRACTOR: <input type="checkbox"/> |
| TO OWNER: <i>(Name and address)</i> | CONTRACT DATED: | SURETY: <input type="checkbox"/> |
| | | OTHER: <input type="checkbox"/> |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
 (Seal):

(Printed name and title)

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AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT (Name and address):

PROPOSAL REQUEST NUMBER:

OWNER:

ARCHITECT:

DATE OF ISSUANCE:

CONSULTANT:

CONTRACTOR:

OWNER (Name and address):

CONTRACT FOR:

FIELD:

OTHER:

CONTRACT DATE:

FROM ARCHITECT (Name and address):

ARCHITECT'S PROJECT NUMBER:

TO CONTRACTOR (Name and address):

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

ATTACHMENTS (List attached documents that support description):

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

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AIA[®] Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

ASI INFORMATION:

ASI Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

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AIA Document G714™ – 2017

Construction Change Directive

PROJECT: (name and address)

CONTRACT INFORMATION:

CCD INFORMATION:

Contract For:

Directive Number: 001

Date:

Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

The Contractor is hereby directed to make the following change(s) in this Contract:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum decrease of \$0.00

Unit Price of \$ per

Cost, as defined below, plus the following fee:

(Insert a definition of, or method for determining, cost)

As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT (Firm name)

OWNER (Firm name)

CONTRACTOR (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

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AIA Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

| | | |
|---|--|---|
| PROJECT: <i>(name and address)</i> | CONTRACT INFORMATION: Contract For: Date: | CERTIFICATE INFORMATION: Producer: Insured: Date: |
| OWNER: <i>(name and address)</i> | ARCHITECT: <i>(name and address)</i> | CONTRACTOR: <i>(name and address)</i> |

| A. General Liability | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 1. Does this policy include coverage for: | | | |
| a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Personal injury and advertising injury? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d Bodily injury or property damage arising out of completed operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e The Contractor's indemnity obligations included in the Contract Documents? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy contain an exclusion or restriction of coverage for: | | | |
| a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Claims for bodily injury other than to employees of the insured? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e Claims for loss excluded under a prior work endorsement or other similar exclusionary language? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g Claims related to residential, multi-family, or other habitational projects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h Claims related to roofing? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j Claims related to earth subsistence or movement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k Claims related to explosion, collapse, and underground hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Other Insurance Coverage | Yes | No | N/A |
| 1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each. | | | |
| a Professional liability insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits: | | | |
| b Pollution liability insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits: | | | |
| c Insurance for maritime liability risks associated with the operation of a vessel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits: | | | |

- d Insurance for the use or operation of manned or unmanned aircraft
 Coverage limits:
- e Property insurance
 Coverage limits:
- f Railroad protective liability insurance
 Coverage limits:
- g Asbestos abatement liability insurance
 Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit to
 the construction site
 Coverage limits:
- i Other:

(Authorized Representative)

(Date of Issue)

**SECTION 00 7100
A201 GENERAL CONDITIONS COVER**

SUMMARY

- 1.01 THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," AIA DOCUMENT A201-2017, IS BOUND WITH THIS SECTION. AIA DOCUMENT A201-2017 SETS FORTH THE RIGHTS, RESPONSIBILITIES, AND RELATIONSHIPS OF THE OWNER, CONTRACTOR, AND ARCHITECT.**

END OF SECTION 00 7100

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Building and Site Improvement

Anne M. Dornier Middle School
100 Van Cortlandt Avenue
Ossining, New York 10562
SED #66-14-01-03-0-008-028

THE OWNER:
(Name, legal status and address)

Ossining Union Free School District
400 Executive Boulevard
Ossining, NY 10562

THE ARCHITECT:
(Name, legal status and address)

CPL
50 Front Street, Suite 202
Newburgh, NY 12550

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variances.

Some Specifications may be written in a condensed outline form and omitted words shall be included by inference. If the Specifications identify a task, it shall mean the "Contractor shall furnish, install and complete" the identified task unless otherwise stated.

Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated.

When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACL, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contractor acknowledges its familiarity with those references, codes, etc. The date of the referenced

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standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change there from shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed to require the same materials and construction. Items required by either the Drawings or the Specifications and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed nor to limit the scope of work performed by any trade or by any Subcontractor or supplier. Such separations shall not operate to make the Architect an arbiter to establish limits of work between Subcontractors or between Contractor and Subcontractor.

§ 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.

§ 1.2.4 Reference to "match existing" in Contract Documents refer to existing finishes, materials, details, and qualities which have been used in adjacent portions of existing facilities. Material designations or details not specifically shown shall either match existing or be similar in finish, material or quality to similar adjacent conditions.

§ 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.

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§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

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§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

§ 2.2.3

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

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

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

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

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Such order or stoppage by the Owner shall not constitute grounds for contract termination by the Contractor under Article 14 and shall not be the basis of Time Extensions by the Contractor under Article 8.3.

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.5.2 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Contractor (1) granted in the Contract Documents; (2) law; or (3) in equity.

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by 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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering into the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the

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location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment for discrepancies between the Work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

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

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

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

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

§ 3.2.5 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

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§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor shall employ a licensed surveyor to locate and stake out the Work and establish necessary reference and bench marks. The contractor shall work from established bench marks and reference points, layout and correctly establish all lines, levels, grades and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.

§ 3.3.5 Prohibitions: There shall be no use of tobacco products, alcohol or illegal drugs at the construction site. No weapons are permitted at the construction site. Contractor and its agents shall refrain from the use of profanity or dressing in any way that is disrespectful or harassing to legally protected groups, including but not limited to race, color, sex, age, disability, religion, national orientation or sexual orientation.

§ 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.

- .1 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.
- .2 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of all workers to areas permitted by law, ordinances, permits or the Contract Documents, and shall not disturb the premises more than required for the proper performance of the Work and/or permitted by the Owner.
- .3 Contractors and Subcontractors warrant that they have good title to all materials used in performing Work on this Contract.

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

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor:

- .1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

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- 3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and
- 4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

§ 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.

§ 3.4.4 The Owner shall have the right, but not the obligation, to require the Contractor to remove and replace, with a person acceptable to Owner, promptly after notice from Owner, any employee of Contractor or Subcontractor who:
(1) has engaged in conduct on Owner's property that is contrary to the requirements of any applicable law, the Contract Documents, or any rule or directive of Owner relating to conduct on Owner's property; or (2) is incapable of fulfilling its responsibilities in connection with the Project.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

(Paragraph Deleted)

§ 3.6.1 Owner is exempt from payment of federal, state, and local Sales and Compensation Use Taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or Contract Sum. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and 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.

§ 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.

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- .1 The Contractor shall promptly deliver copies of such documents to the Owner.
- .2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

§ 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. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed

§ 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

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- .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.

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.1.1 The Construction Schedule shall be a Critical Path Method (CPM) type of schedule, consisting of: (1) a single critical path delineation and other sequencing, and early and late start, float, and completion dates for each activity; and (2) milestones, interrelationships, and restraints for all activities, including Owner-awarded contracts through the date of Project completion. The Construction Schedule must show all activities necessary for Substantial and Final Completion as defined in Section 9.8, Section 9.10, and elsewhere in the Contract Documents.

§ 3.10.1.2 When the Construction Schedule is complete, the Contractor, after consultation with all Subcontractors and material suppliers, shall confirm in writing to the Architect that the Construction Schedule is reasonable and achievable by the Contractor, subject to any extensions of time as provided for elsewhere in the Contract Documents. The Contractor shall thereafter give prompt specific notice to the Owner and the Architect of any change in the logic of the Construction Schedule or any part thereof, the removal of any restraints, or the reduction of any durations.

§ 3.10.1.3 Periodic meetings will be held at least monthly or at more frequent times, as required by the Work, to assess the state of the completion of the Project and to update the Construction Schedule as necessary. In advance of each such meeting, Contractor shall provide Owner a written status report identifying whether the Work is on schedule in accordance with the Construction Schedule or whether there are anticipated or potential delays to any critical path elements in the construction of the Work (in which event Contractor shall provide notice and an analysis as reasonably requested by Owner)

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§ 3.10.1.4 The Construction Schedule shall be revised at least monthly or at more frequent times as required by conditions of the Work, and shall provide for expeditious and practicable execution of the Work consistent with the Contract Time. The Architect and Owner shall be provided copies of the Construction Schedule as periodically updated and in electronic format, as maintained by the Contractor.

§ 3.10.1.5 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by Change Order for Excusable Delay), the Owner shall have the right to direct the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recovery Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

.1 The Contractor shall not be entitled to seek and adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by Contractor as directed in writing by Owner to mitigate or offset Excusable Delay.

.2 The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.5 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.1.6 The Contractor is solely responsible for the timing, sequencing coordination, and supervision of the work in accordance with the approved Construction Schedule. Review or approval of the initial Construction Schedule and subsequent reviews of the Construction Schedule by the Architect and Owner do not operate to imply agreement by the Architect or Owner that the means and methods of planning of the Work utilized by the Contractor are adequate or will accomplish the Work in the time shown on the Construction Schedule. The Contractor shall take all actions necessary to ensure the Work's successful planning and execution within the stipulated Contract Time. Additionally, review or approval of the Construction Schedule by the Owner or its consultants shall not make the Owner or its consultants responsible for Contractor's scheduling obligations or the accuracy of the Construction Schedule prepared by the Contractor.

§ 3.10.1.7 The Contractor represents to the Owner that the initial Construction Schedule and all subsequent Construction Schedules (including updates and amendments) have been prepared in good faith and are accurate to the best of the Contractor's knowledge.

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

§ 3.10.3 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with the Contractor.

§ 3.10.4 The Owner shall have the reasonable right to direct postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees, thereof. The Contractor shall, upon the Owner's reasonable request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required by the Owner.

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§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Contractor shall submit samples requiring color or finish selection in a single, coordinated submittal. The Architect will issue no color or finish schedule until all samples and other data necessary for making complete color selections for the project are received.

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule reviewed by the Architect. The Architect shall have no responsibility to review any Shop Drawings, Product Data, Samples or similar submittals unless and until the Contractor has submitted and received back from the Architect approved reviewed submittal schedule as required under Section 3.10.2. In addition, it is not the Architect's responsibility to ensure that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals is solely the Contractor's responsibility.

§ 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 reviewed and commented on by the Architect.

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has indicted in writing that there is no exception 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 review thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's action on 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, and 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.

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

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

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

- .1 Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas.
- .2 The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.
- .3 The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

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§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor without written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor).

Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire safing materials, flanges, or other materials required by Code, the Contract Documents, or manufacturers installation instructions for devices penetrating the work affected shall be applied an installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall lawfully remove and dispose of 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, or if not specified in the Contract Documents, then within 48 hours of an Owner request, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the

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indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may seek reimbursement pursuant to the procedures set forth in **§ 9.5.1**.

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

§ 4.2.4 Communications

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

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

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

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necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including reasonable compensation for Architect's services and expenses.

§ 4.2.7 The Architect will review 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 with the most recently reviewed submittal schedule or, in the absence of a submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

- .1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Architect will return requests for information that do not conform to requirements of the Contract Documents.
- .2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

The listing required by this Section shall be submitted to the Architect no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

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

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

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

§ 5.3 Subcontractual Relations

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

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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 Subcontractors.

§ 5.3.1 The division of the Specifications into sections is not intended to control the Contractor in dividing the work among subcontractors nor to limit the scope of work performed by any trade under a given section. The Architect will not undertake to settle any differences between the Contractor and its Subcontractors as to the responsibility for completing all Work in the Specifications. It shall be entirely the Contractor's responsibility to properly coordinate and complete all the Work described in the Specifications whether performed by the Contractor or its Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.4.4 Nothing in the Contract Documents shall be deemed to create any contractual relationship between any Subcontractor of any tier and the Owner, or between the General Contractor or Subcontractor of any tier and the Architect.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate

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Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces:
 1. 15% on the first \$25,000 of the change order direct cost of self-performed work,
 2. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and
 3. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and

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4. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 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.

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 **Calculation of overhead and profit shall be consistent with Section 7.1.4.**

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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User Notes:

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

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with Section 7.1.4.

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

In the event that the Owner, the Contractor or the Architect is delayed or hindered in or prevented from the performance of any act required by the Contract Documents by reason of a labor dispute, fire, failure of power, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes of a like nature beyond the Owner's, the Contractor's or the Architect's control, the Contractor (or its Subcontractors) shall not be entitled to any additional compensation.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15; however, The Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3 Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the contractor for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable unless a Delay is caused by acts of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner (an "Owner-Caused Delay"), in which case the Contractor shall also be entitled to an equitable adjustment of the Contract Sum provided that the Contractor provides to the Owner written notice of such Owner-Caused Delay within ten (10) days of the occurrence of the event giving rise to such Owner-Caused Delay or within ten (10) days after the Contractor first recognizes the condition giving rise to such Owner-Caused Delay, whichever is later.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

(Paragraph Deleted)

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§ 9.2 Schedule of Values

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

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

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

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G702, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

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

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

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner; (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay the Contractor ninety percent (90%) of the amount due the Contractor.

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§ 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. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until their incorporation into the Work.

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

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as "liens" in this Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgment or lien if the reason for the judgment or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its option, issue joint checks to the Contractor and to any Subcontractor for material and/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.

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

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

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

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§ 9.6.5 The Contractor's 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. The Owner shall have no obligation to pay or reimburse a Contractor for payments to material and equipment suppliers until materials and supplies have been delivered on site or to an offsite storage facility which is bonded and secured.

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

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

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

§ 9.7 Failure of Payment

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

§ 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, and shall require that: (1) the Work is operational and usable for the purposes intended; and (2) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued. Substantial completion shall not be withheld due to Owner's failure to occupy or use based on any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control

§ 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.

.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The

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Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion will not be issued until after the Architect and Owner have determined that: (1) the Work and all systems are operational and otherwise complete and ready for unobstructed, lawful use and occupancy by the Owner; (2) the governmental agency that issued the building permit has issued a certificate of occupancy; (3) all testing (including but not limited to TAB, Envelope, Commissioning, etc.) are completed and required corrections revealed by these tests are completed; (4) the Project has been accepted by each regulatory body having jurisdiction, and (5) the only items of Work remaining to be completed are of a minor nature such as touch-up, adjustments, testing, corrections, and omissions to be remedied, as may appear on the final list made during inspection by the Architect and Owner.

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is

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entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Architect, completion documents as enumerated below, or as otherwise required in the Contract Documents.

- .1 One (1) hard copy and one electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against the 100% Construction Drawings.
- .2 **Guarantees and Warranties required by specific Sections of the Specifications.**
- .3 **Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and materials suppliers.**
- .4 **All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.**
- .5 **All test reports and certifications required under the mechanical and electrical specifications.**
- .6 **All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.**
- .7 **Shop Drawing submittals in accordance with Article 3.**
- .8 **A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department have Jurisdiction, unless such is not issued for any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control.**
- .9 **Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project**
- .10 **One (1) copy of the equipment operational and maintenance manuals.**

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinance, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, owner's Consultants, the Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's non-compliance.

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

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

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

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

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

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§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase 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 (and such insurance shall be from a company that is A rated or better by A.M Best Company) 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 or 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 (or other corresponding Exhibit setting forth the specific insurance requirements) shall be written for not less than limits of liability specified by the Owner 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 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 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within not less than twenty (20) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 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.

§ 11.1.5 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 and New York State Disability: Statutory
2. Comprehensive General Liability

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User Notes:

- a. Bodily Injury (including completed operations and products liability): \$1,000,000 each person; \$1,000,000 each occurrence
 - b. Property Damage (including explosion, collapse, and underground coverages): \$1,000,000 each occurrence; \$1,000,000 annual aggregate
 - c. Personal Injury (with employment exclusion deleted): \$2,000,000 annual aggregate
3. Comprehensive Automobile Liability:
- a. Bodily Injury: \$1,000,000 each person; \$1,000,000 each occurrence;
 - b. Property Damage: \$1,000,000 each occurrence;
 - c. Umbrella Liability: \$2,000,000 each occurrence
4. The Contractor shall provide liability coverage covering the obligations of the Owner and Engineer. This may be accomplished by an endorsement of the Contractor's Comprehensive Liability Policy including the Owner and Engineer as additional insureds or by providing a separate Protective Liability Policy. The Owner, and Clark Patterson Lee, shall be named as additional insureds.
8. 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. With coverage for the services rendered for the Owner, including, but not limited to removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs.
- a. \$1,000,000 per occurrence/\$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract.
 - b. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
9. See Section 00 2010 for additional requirements. If any of the above requirements conflict with the requirements in Section 00 2010, the more stringent requirement shall govern.

§ 11.2 Owner's Insurance

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

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

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

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insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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

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

(Paragraphs Deleted)

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 13.1.1 In all operations under the Contract, the Contractor agrees that it will comply with provisions of all State and Federal Laws (including OSHA) and all local ordinances which may affect such operations.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

(Paragraphs Deleted)

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

(Paragraphs Deleted)

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted.

Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

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§ 15.3 Mediation

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

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

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

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

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**SECTION 00 7343
PREVAILING WAGE RATES**

PART 1 GENERAL

1.01 SUMMARY

- A. Wage rates shall apply as shown in the Prevailing Wage Schedule prepared by the New York State Department of Labor for this project (the Prevailing Wage Case Number (PRC#) assigned to this project is 2021012761). The Schedule can be viewed at the following web site:<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1524245>
- B. The Contractor shall be responsible for completing one copy of Notice of Contract Award (Form PW-16). Upon completion of the form, the Contractor shall submit the form to the Architect for record keeping and forwarding to the New York State Department of Labor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 00 7343

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PREVAILING WAGE AGREEMENT

PRC NUMBER AND CERTIFIED PAYROLL

Project Title

Building and Site Improvement

Location(s)

Anne M. Dorner Middle School
100 Van Cortlandt Avenue
Ossining, **New York 10562**
SED #66-14-01-03-0-008-028

This is to inform you that the Prevailing Rate Case number (PRC #) issued by the DOL for the above project is **2021012761**.

With each application for payment a certified payroll must be submitted, in order to release payment for your services.

Section 220.3 of Article 8 of the New York State Labor Law requires “a provision that each laborer, workman or mechanic employed by the contractor, sub-contractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer.”

ACCEPTANCE

Date

Name of Company

Authorized Officer

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**SECTION 01 1000
SUMMARY****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Multiple work packages.
 - 4. Access to site.
 - 5. Work restrictions.
 - 6. Coordination with occupants.
 - 7. Phased construction.
 - 8. Work under separate contracts.
 - 9. Work by Owner.
 - 10. Owner-furnished products.
 - 11. Miscellaneous provisions.
 - 12. Specification and drawing conventions.

1.02 PROJECT INFORMATION

- A. Project Identification: 2021-2022 CIP- AMD Building and Site Improvements.
- B. Project Location(s):
 - 1. AMD Middle School, 100 Van Cortlandt Avenue, Ossining, NY 10562
- C. Owner: Ossining UFSD, 400 Executive Boulevard, Ossining, NY, 10562
 - 1. Owner's Representative: Jared Mance.
- D. Architect: CPL, 50 Front Street, Newburgh, NY 12550.
- E. Submittal Web Site: The Architect requires the use of Newforma Info Exchange for delivery and return of submittals, shop drawings and requests for information. There are no exceptions to this requirement.

1.03 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Work consists of Building and Site Improvements as described in the Contract Documents.
- B. Type of Contract:
 - 1. Project will be constructed under coordinated, concurrent multiple contracts. See Division 01 Section "Multiple Contract Summary" for a description of work included under each of the multiple contracts.

1.05 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to **work in area(s)** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways (parking garage,) (loading areas,) and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.06 WORK RESTRICTIONS

- A. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 3:30 p.m, Monday through Friday, except as otherwise indicated.
 - 1. School Vacations and Holidays: Work may occur at any times, as approved.
 - 2. Weekend Hours: Work may occur at any times, as approved.
 - 3. Hours for Utility Shutdowns: Only on weekends, holidays and school vacations as approved.
 - 4. Hours for Noisy Activity: For core drilling, powder-activated fasteners, and other disruptive activities, 3:30 p.m. to 11:00 p.m, or as otherwise approved.
 - 5. Special Events: The Owner will provide dates and times of special events that will restrict construction operations.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify **Owner** not less than two days in advance of proposed utility interruptions.
 - 2. Obtain **Owner's** written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify **Owner** not less than two days in advance of proposed disruptive operations.
 - 2. Obtain **Owner's** written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or **grounds**.

1.07 COORDINATION WITH OCCUPANTS

- A. **Full Owner Occupancy:** Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Maintain entrance access to the west side of the building for summer school bus', parent drop off, staff parking, and access for trucks to back warehouse.
 - 3. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.
 - 4. See mobilization plan.
- B. **Owner Limited Occupancy** of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.

3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.08 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.09 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 01 1000

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**SECTION 01 1200
MULTIPLE CONTRACT SUMMARY****PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections include the following:
 - 1. Division 01 Section "Summary" for the Work covered by the Contract Documents, restrictions on use of the premises, [phasing,] Owner-occupancy requirements, and work restrictions.
 - 2. Division 01 Section "Project Management and Coordination" for general coordination requirements.
 - 3. Division 01 Section "Temporary Facilities and Controls" for specific requirements for temporary facilities and controls.

1.02 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.03 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
 - 3. All contractors are responsible for the removal and reinstallation of ceiling where work must be installed above a ceiling not scheduled for removal.
 - 4. Trenches for the Work of each contract shall be provided by **each contract for its own Work.**
 - 5. Cutting and Patching: **Provided by each contract for its own Work.**
 - 6. Through-penetration firestopping for the Work of each contract shall be provided by **each contract for its own Work.**
 - 7. Contractor shall submit a match horizontal bar-chart schedule showing construction operations sequenced and coordinated with overall construction.
 - 8. Project closeout requirements.
 - 9. Each Contractor shall review the Owner's facility asbestos report to become familiar with any materials that may contain asbestos. If the contractor encounters materials that have not been tested for asbestos he shall cease work and contact the **Owner**. The Contractor will be held responsible for clean-up costs if they continue to remove materials that have not been tested for asbestos.

MULTIPLE
CONTRACT
SUMMARY

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- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 01 Section "Temporary Facilities and Controls," each contractor is responsible for the following:
1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 4. Its own storage and fabrication sheds.
 5. Its own dust protection to control dust where dust partition are not scheduled or shown on the drawings but are necessary to protect the building from dust contamination.
 6. Temporary enclosures for its own construction activities.
 7. Staging and scaffolding for its own construction activities.
 8. General hoisting facilities for its own construction activities, up to 2 tons.
 9. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 10. Progress cleaning of its own areas on a daily basis.
 11. Secure lockup of its own tools, materials, and equipment.
 12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 13. Temporary heat to protect to install and protect the work is place where scheduled temporary heat is not in place or not called for in the contract documents.
 14. Provide temporary electric generators where scheduled permanent power or temporary power is not in place.
- D. Temporary ventilation: Each Contractor to control fumes from construction operations including interior painting and "off gassing" of new finish materials.

1.04 CONTRACT 1: GENERAL CONSTRUCTION WORK

- A. Work in the General Construction Contract includes, but is not limited to, the following:
1. Provide all Work specified in:
 - a. Divisions 00, 01, 02, 07, 08, and 09.
 - b. Any related Work in other Divisions
 2. Provide all Work shown on Architectural (A-series) Drawings, unless specifically assigned to another Contractor.
 3. Work specifically assigned to the General Construction Work Contract on/in other Drawings and/or Specifications Sections.
 4. Provide all Work required to complete the Project except for Work which has been specifically assigned to another Contractor.
 5. Temporary facilities and controls include, but are not limited to, the following:
 - a. Provide dumpsters for all debris resulting from work of this Contract. Remove dumpsters within 2 hours of being full and haul off-site to a legal dumpsite. Pay all costs associated with providing the dumpsters and removing project debris from the job site.
 - b. Maintain emergency exits and means of egress to/from work areas.
 - c. Provide temporary construction as shown and/or as required to facilitate construction activities and means of egress.
-

MULTIPLE
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SUMMARY

-
- d. Provide and maintain (minimum number as required by OSHA) temporary toilets for use by all Contracts, complete with periodic cleaning as required to service the project throughout construction.
 - e. Job signs and safety signage
 - f. Final Cleaning of all work of this contract.

1.05 CONTRACT 2: SITEWORK CONSTRUCTION CONTRACT

- A. Work in the Site Construction Contract includes, but is not limited to, the following:
 - 1. Provide all Work specified in:
 - a. Divisions 00, 01, 02, 03, 07, 26, 31 and 32
 - b. Any related Work in other Divisions
 - 2. Provide all Work shown on Civil (C-series) and Electrical (E-series) Drawings, unless specifically assigned to another Contractor.
 - 3. Work specifically assigned to the Sitework Construction Work Contract on/in other Drawings and/or Specifications Sections.
 - 4. Provide all Work required to complete the Project except for Work which has been specifically assigned to another Contractor.
 - 5. Temporary facilities and controls include, but are not limited to, the following:
 - a. Provide dumpsters for all debris resulting from work of this Contract. Remove dumpsters within 2 hours of being full and haul off-site to a legal dumpsite. Pay all costs associated with providing the dumpsters and removing project debris from the job site.
 - b. Maintain emergency exits and means of egress to/from work areas.
 - c. Provide temporary construction as shown and/or as required to facilitate construction activities and means of egress.
 - d. Provide and maintain (minimum number as required by OSHA) temporary toilets for use by all Contracts, complete with periodic cleaning as required to service the project throughout construction.
 - e. Job signs and safety signage
 - f. Final Cleaning of all work of this contract.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)****END OF SECTION 01 1200**

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**SECTION 01 2100
ALLOWANCES****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.02 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.03 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.04 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.06 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes.
- B. Contractor's overhead and profit for work ordered by Owner under the contingency allowance is included in the Contract Sum and is not part of the Allowance.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.07 ALLOWANCE DISBURSEMENT "REQUEST FOR PROPOSALS"

- A. Submit proposals for changes in the scope in the form of the "Request for Proposal" as described in Division 01, Section "CONTRACT MODIFICATION PROCEDURES".
- B. Once all parties have agreed to the terms and methods of the change, a Change Order will be issued.

1.08 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
-

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES**A. Contract 1: General Construction Work**

1. Contingency Allowance: Include in the Base Bid an Allowance of **5% of the Base Bid** for use according to the Owners instructions.
 - a. Contractor overhead and profit is provided in the Base Bid.

B. Contract 2: Site Construction Work

1. Contingency Allowance: Include in the Base Bid an Allowance of **5% of the Base Bid** for use according to the Owners instructions.
 - a. Contractor overhead and profit is provided in the Base Bid.

C.

END OF SECTION 01 2100

**SECTION 01 2200
UNIT PRICES****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.

1.02 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.03 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)****3.01 SCHEDULE OF UNIT PRICES****A. SITE WORK**

1. Unit Price No.SC-1: Rock excavation and replacement with satisfactory soil material.
 - a. Description: Classified rock excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, in accordance with Division 31 Section "Earth Moving."
 - b. Unit of Measurement: Cubic yard of rock excavated, based upon survey of volume removed.
 - c. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

END OF SECTION 01 2200

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**SECTION 01 2300
ALTERNATES****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for alternates.

1.02 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.03 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
1. Include as part of each alternate miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.01 SCHEDULE OF ALTERNATES**

- A. SITE CONSTRUCTION
1. Alternate No. SC -1:
 - a. Alternate: **Remove and dispose of existing concrete curbing and install new concrete curbing** as indicated in the construction documents.

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**SECTION 01 2500
SUBSTITUTION PROCEDURES****PART 1 GENERAL****1.01 GENERAL**

- A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Architect in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application shall be furnished such information as required by the Architect to demonstrate that the article, material, apparatus, product or process he wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the Owner.
- B. The Architect shall reject any such desired substitution as not being specifically named in the contract, or if he shall determine that the adjustment in price in favor of the Owner is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.
- C. Request for substitutes shall conform to the requirements of this Article.
- D. Requests for substitutions shall, include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
- E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.
- F. The approval of utilization of a substitute is subject to the sole and final discretion of the Architect.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Substitute Items (Or Equal): If in Architect/Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item it will be considered a proposed substitute item.

1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use **form provided in Project Manual**.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
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- a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - n. See additional requirements in Article 2.3 DETAILED SUBSTITUTION PROCEDURES
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **five** days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **10** days of receipt of request, or **five** days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.05 QUALITY ASSURANCE

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

PART 2 PRODUCTS**2.01 SUBSTITUTION PROCEDURES (GENERAL)**

- A. Conditions: After the "Notice of Award" and prior to the Contractor entering into a Formal Contract with the Owner, the Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 2. Substitution results in substantial cost savings to the Owner or substantial performance improvements.
 3. Substitution request is fully documented and properly submitted.
 4. Requested substitution will not adversely affect Contractor's construction schedule.
 5. Requested substitution has received necessary approvals of authorities having jurisdiction.
 6. Requested substitution is compatible with other portions of the Work.
 7. Requested substitution has been coordinated with other portions of the Work.
 8. Requested substitution provides specified warranty.
 9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 10. The substitution is submitted in compliance with Article 2.3 DETAILED SUBSTITUTION PROCEDURES
- B. If the Contractor does not present "Substitutions" in the time frame noted above any future requests to substitute products will not be considered, unless the substitution is for cause.
- C. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

2.02 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than **20** days prior to time required for preparation and review of related submittals.
1. Architect will consider Contractor's request for substitution when the following conditions are present.
 - a. The specified product is not available
 - b. The specified product cannot be delivered in the time frame required under the Project Schedule.
 2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
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- i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - B. Substitutions for Convenience: Architect will consider requests for substitution if received **within 10 days after the Notice of Award** and based on the following
 1. The proposed product substitution will result in a significant cost savings to the Owner.
 2. The proposed product has substantial performance improvements.
 3. The proposed product can be provided much earlier in the schedule enhancing the project completion date.
 4. The proposed product warranty is superior to the specified item.

2.03 DETAILED SUBSTITUTION REVIEW PROCEDURES

- A. The Architect in addition to the requirements listed above will require compliance with the following requirements and procedures.
 1. Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
 2. If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal, the Contractor shall advise the Owner and the Architect of the requested substitutions and comply with the requirements hereinafter specified in this Article.
 3. Where the acceptability of substitution is conditioned upon a record of and the proposed substitution does not fulfill this requirement, the Architect, at the Architect's sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the Owner for any failure occurring within a specified time. The substitution item must meet all other technical requirements contained in the Specification.
 4. The Contractor shall furnish such information as required by the Architect to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the Owner in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
 5. Contractor shall submit:
 - a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Architect to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
 - b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
 - c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
 - d. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
 6. Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Architect.

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7. In the event that the Architect is required to provide additional services, then the Architect's charges for such additional services shall be paid by the Contractor to the Owner.
 8. Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the Owner who initiated the changed design.
 9. In all cases, the Architect shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by the Architect's decision. No substitute items shall be used in the Work without written approval of the Architect.
 10. In making request for approval of substitute, Contractor represents that:
 - a. Contractor has investigated proposed substitute and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the Owner.
 - b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.
 - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Architect in considering a substitute proposed by the Contractor or by reason of failure of the Architect to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.
 11. Proposed substitute will not be accepted if:
 - a. Acceptance will require substantial revision of Contract Documents.
 - b. Acceptance will substantially change design concepts or Technical Specifications.
 - c. Acceptance will delay completion of the Work, or the Work of other Contractors.
 - d. If the Substitute item is not accompanied by formal request for approval of substitute from Contractor.
 12. The Architect reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
 13. All requests for approval of substitutes of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected by such substitution or change. The Architect shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
 14. Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
 15. In the event that the Architect is required to provide additional services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Architect is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Architect's charges in connection with such additional services shall be paid by the Contractor.
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16. Structural design shown on the Drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the Owner all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Architect's charges in connection therewith.
- B. The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Architect involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the Owner, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be back charged to the Contractor unless determined by the Architect that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

PART 3 EXECUTION (NOT APPLICABLE)**END OF SECTION 01 2500**

**SECTION 01 2519
EQUIVALENTS****PART 1 GENERAL****1.01 SUMMARY:**

- A. Requirements set forth herein pertain to products specified in divisions included in project manual.

1.02 DEFINITIONS:

- A. For the purpose of this contract, the words "similar", "equal to", "or equal", "equivalent" and such other words of similar content and meaning, shall be deemed to mean similar and equal to one of named products.
- B. For the purpose of bidding documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in contract documents one or more products are specified, words "similar, equivalent, and equal to" shall be deemed inserted.

1.03 EQUIVALENTS:

- A. Where, in these specifications or on drawings, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as required standard of quality. Where two or more are named these are presumed to be equal, and Contractor may select one of those items.
- B. If Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in specification, he may submit the request for approval to the Architect well in advance of the bid date.
- C. Requests for approval of proposed equivalents will be received by Architect only from the Contractor.
- D. If the Architect approves a proposed equivalent prior to receipt of Bids, such approval will be set forth in an Addendum.
- E. After the bid opening the apparent low bidder or bidders will be notified by the Architect or Owner and shall submit to the Architect in writing, within ten (10) calendar days what equivalent kind, type, brand, or manufacture is included in bid in lieu of specified items. No equivalents will be considered after this submission.
- F. Contractor shall have burden of proving, at Contractor's own cost and expense, to satisfaction of Owner/Architect, that proposed product is similar and equal to named product. In making such determination Owner/Architect will be sole judge of objective and appearance criteria that proposed product must meet in order for it to be approved.
 - 1. Supporting data on equivalency is responsibility of bidder. For each equivalent to base specification, included in products list, submit information describing in specific detail -
 - a. Wherein it differs from quality and performance required by base specification.
 - b. Changes required in other elements of work because of equivalent.
 - c. Effect on construction schedule.
 - d. Any required license fees or royalties.
 - e. Availability of maintenance service, and source of replacement materials.
 - f. Such other information as may be required by Owner.
- G. Owner, through Architect, shall be judge of acceptability of proposed equivalents. Risk of whether bid equivalents will be accepted is borne by Contractor.

1.04 CONTRACTOR'S REPRESENTATION:

- A. Submission of an equivalent product and/or material constitutes a representation that Contractor:
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1. Has investigated proposed product and determined it is equal to or superior in all respects to that specified.
 2. Will provide same warranties or bonds for equivalent as for product specified.
 3. Will coordinate installation of an accepted equivalent into work and make such other changes as may be required to make work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
 5. Will provide, at own cost and expense, any different quantity and/or arrangement of ductwork, piping, wiring, conduit or any part of work from that specified, detailed or indicated in Contract Documents if required for proper installation of an approved equivalent.
 6. Will provide, at own cost and expense, all such revision and redesign and all new drawings and details required by Architect for approval if proposed equivalent product requires a revision or redesign of any part of work covered by this contract.
 7. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - a. Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - b. Copies of current, independent third-party test data of salient product or system characteristics.
 - c. Samples where applicable or when requested by Architect.
 - d. Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - f. Research reports, where applicable, evidencing compliance with building code in effect for Project .
 - g. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
 8. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 9. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

1.05 EQUIVALENT CERTIFICATION:

- A. Contractor must sign the "Equivalent Certification" following this specification section and deliver it to the Architect along with a complete list of proposed equivalents within ten (10) calendar days after notification from the Architect or Owner. This is mandatory and must be done prior to award of contracts.

EQUIVALENT CERTIFICATION

| |
|------------------|
| Project Name: |
| Project Address: |
| Project No.: |

REVIEWED MATERIAL:

| |
|---|
| AIA A701-2018 Instructions to Bidders |
| AIA A201-2017 or A232(CMa) General Conditions of the Contract |
| Specification Section: 012519 - Equivalents |
| Specification Section: 012500 - Substitution Procedures |
| Specification Section: 016000 - Product Requirements |

CHECK THE FOLLOWING THAT APPLIES:

| |
|--|
| <input type="checkbox"/> No equivalents are proposed. |
| <input type="checkbox"/> Proposed equivalents are attached with supporting data as per Section 012519. |

ALL EQUIVALENTS ARE HEREBY PRESENTED TO ARCHITECT AND OWNER FOR APPROVAL. NO FUTURE EQUIVALENTS WILL BE CONSIDERED.

| |
|-----------------------------|
| Contractor Signature: |
| Printed Name of Contractor: |
| Date: |

| |
|---------------------------|
| Signature of Reviewer: |
| Printed Name of Reviewer: |
| Approved as Noted Date: |

END OF SECTION 01 2519

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SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES**PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.02 NO COST CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on **the Information Bulletin bound in the Project Forms Section of Project Manual.**

1.03 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **[Architect]** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposal Requests issued by **Architect** are not instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request, or **10** days when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Architect.**
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
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1.04 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 5 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 5 days after such authorization.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.05 ADMINISTRATIVE CHANGE ORDERS

- A. Adjustment from Allowances: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Adjustments from Unit Prices: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.06 CHANGE ORDER PROCEDURES

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

1.07 CONSTRUCTION CHANGE DIRECTIVE

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

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 01 2600

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SECTION 01 2900
PAYMENT PROCEDURES**PART 1 GENERAL****1.01 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.02 SCHEDULE OF VALUES

- A. Schedule of Values: Furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Coordination: Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
1. Application for Payment forms with continuation sheets. (AIA G702 and G703)
 2. Submittal schedule.
 3. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 4. **Each school building shall be separately itemized and detailed.**
 5. The following line items must be included on the continuation sheet.
 - a. Project Bonds and Insurances
 - b. Mobilization
 - c. Shop Drawings
 - d. Project Meetings
 - e. Temporary Heat (where applicable)
 - f. Progress Cleaning
 - g. Lawn and Tree Watering (where applicable to establish new lawns and trees)
 - h. Punch List
 - i. Final Cleaning
 - j. Close Out documents and Warranties
 6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
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7. Submit draft of AIA Document G703 Continuation Sheets.
 8. **Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.**
 9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.03 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 - B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 1. Submit draft copy of Application for Payment **five** days prior to due date for review by Architect. Work to be projected out to the end of the pay period.
 - C. Application for Payment Forms: Use **AIA Document G702 and AIA Document G703** as form for Applications for Payment.
 - D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. The OWNER shall retain five percent (5%) of the amount due on each Application for both the work completed and materials stored, unless stated otherwise in Owner Contractor Agreement. The OWNER reserves the right to retain a greater percentage in the event the CONTRACTOR fails to make satisfactory progress or in the event there is other specific cause for greater withholding.
 - E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - F. **Provide copies of payroll records (including subcontractors) that are signed and notarized, documenting compliance with prevailing wage requirements.**
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- G. Transmittal: **Submit three** signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt. Include waivers of lien and similar attachments.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
1. List of Substitutions
 2. Contractor or Notice to Proceed.
 3. Performance and Payment bonds.
 4. Liability, Auto, and Umbrella Insurance.
 5. Worker Compensation certificates.
 6. Proposed schedule of values for approval.
- J. Initial Application for Payment: Administrative actions and submittals that must coincide with submittal of first Application for Payment include the following:
1. Approved Schedule of values.
 2. List of subcontractors.
 3. Contractors Safety Program.
 4. Contractor's construction schedule (preliminary if not final).
 5. Products list (preliminary if not final).
 6. Submittal schedule (preliminary if not final).
 - a. First Payment WILL NOT be processed without a Submittal Schedule.
 7. Emergency Contacts List.
 8. Certified Payroll.
 9. Schedule of unit prices.
 10. List of Contractor's staff assignments.
 11. List of Contractor's principal consultants.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Minutes or report of preconstruction conference.
- K. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
 - c. Record Drawings and Specifications
 - d. Operations and Maintenance Manuals
 - e. Maintenance Instructions and Training
 - f. Start-up performance reports
 - g. Test/adjust/balance records
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- h. Warranties (guarantees) and maintenance agreements
 - i. Final cleaning
 - j. Change-over information related to Owner's occupancy, use, operation and maintenance
 - k. Application for reduction of retainage and consent of surety
 - l. Advice on shifting insurance coverages
2. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 3. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 2. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 3. Evidence of completion of Project closeout requirements.
 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 5. Updated final statement, accounting for final changes to the Contract Sum.
 6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 8. AIA Document G707, "Consent of Surety to Final Payment."
 9. Evidence that all claims have been settled.
 10. Final liquidated damages settlement statement.
 11. Removal of temporary facilities and services.
 12. Removal of surplus materials, rubbish, and similar elements.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION (NOT APPLICABLE)****END OF SECTION 01 2900**

**SECTION 01 3100
PROJECT MANAGEMENT AND COORDINATION****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.02 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.03 INFORMATIONAL SUBMITTALS

- A. Use the Architect's Newforma Info Exchange when up loading Submittals.
- B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use form provided in specification Section 006000 of the Project Manual. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- C. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Each Contractor to furnish a 24hr. emergency contact person and cellular phone number.
 - 2. Post copies of listing in project meeting room, or field office, and by each field telephone. Keep list current.

1.04 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.

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3. Make adequate provisions to accommodate items scheduled for later installation.
 - B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
 - C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
 - D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.05 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.

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- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work. Provide required information for work sequence to interface with the installation work.
 2. Plenum Space: Indicate sub framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
 8. Fire Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 9. Review areas for required access and indicate the need for access doors for access to shutoffs electrical boxes Etc.
 10. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
 - a. Failure to provide the required coordination drawings as required by this specification section may result in withholding a portion of the Contractor payment requests until such coordination drawings are received.
 11. Coordination Drawing Prints: Prepare and submit coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."
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- C. Architect provides PDF Files: For Projects where Project Building Information Modeling Protocol (**BIM**) is **NOT executed**.
1. Architect will **not** furnish Contractor with digital drawings for the preparation of coordination drawings.
 2. The Architect will provide digital PDF's of Contract Drawings for the purpose of producing coordination drawings.
 - a. Contract documents are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.

1.06 REQUESTS FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Do not submit an RFI if information is readily available in the Contract Documents.
 - a. Architect will return with no response RFI's where information is available to the contractor as indicated on the Contract Documents.
 2. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
 3. Coordinate and submit RFI's in a prompt manner so as to avoid delays.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI's sent without the required content information will not be considered a formal RFI.
- D. RFI Forms: Form provided in specification Section 006000 of the Project Manual, or Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFI's received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFI's will be refused without action:
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- a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFI's or inaccurately prepared RFI's.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.

1.07 ARCHITECT'S WEB SITE

- A. The contractor will use Newforma Info Exchange for Submittals, Shop Drawings and RFI's. Project Web site shall include the following functions:
 1. Project directory.
 2. Project correspondence.
 3. Meeting minutes.
 4. Contract modifications forms and logs.
 5. RFI forms and logs.
 6. Task and issue management.
 7. Photo documentation.
 8. Schedule and calendar management.
 9. Submittals forms and logs.
 10. Payment application forms.
 11. Drawing and specification document hosting, viewing, and updating.
 12. Online document collaboration.
 13. Reminder and tracking functions.
 14. Archiving functions.

1.08 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times. All Prime Contractors are required to attend Project Meetings. Two-hundred and fifty dollars (\$250) shall be deducted from Contract Sum for each Project Meeting that the Contractor does not attend.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
 - B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to all parties, but no later than 15 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
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2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to decide matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for project communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Testing and inspecting requirements.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures using Newforma Info Exchange.
 - l. Preparation and updating of record documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements and restrictions.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
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- h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Architect will conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Required Attendees: In addition to representatives of Owner and Architect, each Prime contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to decide matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
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- 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) Status of RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
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3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Project Closeout Meeting: Architect will schedule and conduct a Project closeout meeting, at a time convenient to Owner and Contractor, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Required Attendees: Authorized representatives of Owner, Owner's Commissioning Authority (if applicable), Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation and completion of Contractor's punch list.
 - b. Responsibility for removing temporary facilities and controls.
 - c. Owner's partial occupancy requirements.
 - d. Coordination of separate contracts for owner related work prior to occupancy.
 - e. Installation of Owner's furniture, fixtures, and equipment.
 - f. [Requirements for preparing, completing and submitting sustainable design documentation.]
 - g. Requirements for preparing operations and maintenance data.
 - h. Requirements for the Submittal of written warranties.
 - i. Requirements for demonstration and training.
 - j. Requirements for submission of record documents, record specifications and record submittals.
 - k. Responsibility and schedule for final cleaning
 - l. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION (NOT APPLICABLE)****END OF SECTION 01 3100**

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**SECTION 01 3200
CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Special reports.

1.02 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format[s]:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. Daily Construction Reports: Submit at **weekly** intervals.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

1.03 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for completion and startup procedures.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review submittal requirements and procedures.
 - 11. Review procedures for updating schedule.

1.04 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
-

PART 2 PRODUCTS**2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities and days
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
 - C. Schedule Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Purchases.
 - c. Mockups.
 - d. Sample testing.
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- e. Deliveries.
 - f. Installation.
 - g. Tests and inspections.
 - h. Adjusting.
 - i. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and any defined interim milestones.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.02 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of Prime contractors at Project site.
 2. List of subcontractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
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16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.03 SPECIAL REPORTS

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

PART 3 EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

**SECTION 01 3300
SUBMITTAL PROCEDURES****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. This specification describes the procedures for submission of submittals and shop drawings using Newforma Info Exchange.
 - 1. The Contractor will be required to use the Newforma Info Exchange for the transfer of Submittals, Shop Drawings and RFI's. There will be **no exceptions** to this requirement. The contractor will be given a login and password free of charge. For more information follow the procedure below.
 - a. Information and instructions for use are available for review by the contractor by contacting CPL. The Contractor is to provide an email address for the file to be sent. A PDF file will be emailed to the requesting contractor.

1.02 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.04 SUBMITTAL GENERAL ADMINISTRATIVE REQUIREMENTS

- A. The Contractor shall prepare a Submittal Log containing the information required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute an approval for the submittal, shop drawings and sample submissions to commence. **No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.**

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- B. The contractor shall prepare expected submittals in Newforma that correspond to all submittals listed on the submittal schedule at the time of submission of the submittal log. These expected submittals are to follow the naming conventions laid out in section "1.5 Submittal Schedule" and "1.6 Submittal Identification"
- C. The Contractor is responsible for all costs for creating electronic files for the submittal process. The Architect will not provide this service.
1. The Submittal Cover Sheet located in Specification Section 006000 Project Forms shall be used for all Submittals.
 - a. An electronic form of the submittal cover is available from the Architect.
 2. The Submittal Cover sheet when scanned to a .PDF shall be the first page viewed in the individual file.
 - a. Each product submitted within a specification section shall have a Submittal Cover sheet attached. Combined submittals with one cover page will not be accepted
 - b. Each Submittal Cover sheet shall be filled in completely. **Files that are sent with the Submittal Cover Sheet missing or not filled in correctly will not be reviewed.** The Architect will send a notice that the submittal is missing information. If the Contractor fails to correct or provide the proper submittal within 15 days, notice will be provided, and the submittal will be REJECTED.
 3. The Contractor(s) will be provided with a link to upload files to the Newforma Info Exchange. The site address and a "log in" will be provided to the Contractor(s) free of charge.
 4. A read only Record Submittal Log and RFI Log will be available from the Newforma Info Exchange for the Contractors reference in checking the status of the submittals and shop drawings.
- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittals of different types of submittals from related section for parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Delays associated with the above are the not the Architects responsibility and rests solely with the Contractor.
- E. Architect's Digital Data Files: For Projects where Project Building Information Modeling Protocol is NOT executed. Provide digital PDF's only.
1. Architect will not furnish Contractor with digital drawings for the preparation of shop drawings.
 2. The Architect will provide digital PDF's of Contract Drawings for the purpose of producing project record drawings.
 - a. Contract documents are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
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3. [Document Transfer Agreement - For Projects where Architect's work files are not a deliverable: The Contractor shall execute an Electronic Document Transfer Agreement for all electronic transfers of files, other than PDFs. The contractor must provide acknowledgement, accept the information regarding drawings, ownership and Limitations of Liability. Agreement is found with Project Forms.
 - a. The following plot files will be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.

1.05 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 1. Submit a preliminary if not final Submittal Schedule for approval a minimum of 15 days after award of contract. Failure to submit a submittal schedule within the required time frame will result in the refusal by the Architect to review any submittals. Delays associated with failure to receive the Submittal Schedule are the not the Architects responsibly and rest solely with the Contractor.
- B. The information is required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute a review for the submittal, shop drawings and sample submissions may commence. No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.
 1. The Submittal Schedule shall be coordinated with the overall Project Schedule to ensure that submittals are submitted and reviewed so as not to delay the Project Schedule.
 2. The Architect will not be responsible for ensuring that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals are the Contractor's sole responsibility. Delays associated with the contractor's failure to provide the required submittals are the Contractors responsibility.
 3. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 4. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 5. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 6. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's [and Construction Manager's] final release or approval.

- g. Scheduled dates for purchasing.
- h. Scheduled date of fabrication.
- i. Scheduled dates for installation.

1.06 SUBMITTAL IDENTIFICATION

- A. Submittal Cover Sheet: Attach one cover sheet for each product, shop drawing or sample. DO NOT combine submittals together with one cover sheet for multiple items. They will not be reviewed.
- B. Submittal Information: Include the following information in each submittal. Use the submittal cover form found in specification section 006000 Project Forms. An electronic form can be sent to the contractor upon request
 - 1. Contractor, Address, Phone/fax and or Email
 - 2. Contractors Submittal Number.
 - 3. Architects Project Number.
 - 4. Project Name (if not filled in by the Architect)
 - 5. Type of submittal being sent (select box)
 - 6. Product Identification including the following: Provide one submittal cover sheet for each product within a specification section
 - a. Specification Section Number
 - b. Contract Drawing Number
 - c. Product Name
 - d. Specification Reference: Part/Paragraph
 - e. Detail Reference
 - f. Manufacturer
 - 7. Contractors Approval: The contractor must acknowledge that they have reviewed the submittal for conformance with the Contract Documents and must sign and date the approval.
 - 8. Deviation from the Contract Documents: Where the submittal may not meet all of the requirements of the specified item. The contractor must indicate how the submitted item differs from the specified item.
 - 9. Contractor Comments: Any additional comments by the contractor should be indicated in this space. (Provide an attachment sheet for any other information required that will not fit on the cover sheet.)
- C. Deviations and Additional Information: On each individual submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information, revisions, line by line comparison and other information requested by Architect [and Construction Manager]. Indicate by highlighting on each submittal or noting on attached separate sheet. Identify options requiring selection by Architect.
- D. File Naming (for uploading): Each submittal or shop drawing file uploaded to the project on the Newforma Info Exchange, shall have in the file name, the specification section number followed by the submittal number, the submittal abbreviation and the specification section name. For re-submissions an R1 would be added following submittal number. The file name must include the following information:

Example:

| | | | |
|--------------|---------------|----------------|--------------------|
| 081416 | 001 | PD | Flush Wood Doors |
| Spec Section | Submittal No. | Submittal Abbr | Specification Name |

File to Read: 081416-001 PD - Flush Wood Doors

Re-submission to Read:081416-001-R1-Flush Wood Doors

Submittal Abbr. required to be used in the file name on submittals are as follows:

- CD - Coordination Drawings
- CERT - Certification(s)
- CLC - Calculations
- DD - Design Data
- EJ - Engineer's Judgement
 - LEED - LEED or PD/LEED
- O&M - Operations and Maintenance Manuals
- PD - Product Data
- PHOTO - Photo
- QD - Qualification Data
- RPT - Report
- SAMP - Sample
- SCH - Schedule
- SEL - Make A Selection
- SD - Shop Drawing(s)
- STDY - Study
- TR - Test Results
- WAR - Warranty

- E. When uploading submittals or RFI's to the Newforma Info Exchange, complete the online transmittal. The information required is derived from the contractor's submittal cover sheet or RFI. Instructions using the Newforma Info Exchange are available from CPL. These instructions can be emailed to the contractor.

1.07 SUBMITTAL DATA AND TESTING REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Each product within a specification section shall have a separate submittal cover.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable. Send full submittals for each product. Partial submittals will not be reviewed until all required submittal information is received. The architect will not be responsible for project delays due to the contractor's failure to submit the required submittal information in a complete package.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.

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- h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
 - B. Shop Drawings: Prepare project-specific information for each shop drawing. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data [unless submittal based on Architect's digital data drawing files is otherwise permitted].
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Description any conflicts with other trades.
 - h. Seal and signature of professional engineer if specified.
 2. BIM Incorporation: When Project uses BIM through the Construction Stage and Contractor is required to prepare Shop Drawings for incorporation into the BIM. Revise as required to reflect Project scope agreements. [Develop and Incorporate] [Construction Manager will incorporate Contractor's] shop drawings and data files into BIM established for Project.
 - a. Prepare design drawings and data files in the following format - Refer to these executed AIA Documents – required for BIM incorporation;
 - 1) AIA Document G201 – 2013 Project Digital Data Protocol Form
 - 2) AIA Document G202 – 2013 Project Building Information Modeling Protocol Form
 - 3) AIA Document E203–2013, Building Information Modeling and Digital Data Exhibit
 - b. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.]]
 - C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package. If samples are delivered with product data, only the samples will be reviewed. The Product Data must be uploaded to the Newforma Info Exchange. A duplicate submittal cover sheet is to be uploaded to the Newforma Info exchange as a record of sample delivery.
 - a. The Product Data is to be loaded concurrent with the delivery of samples. Samples may be delivered/given to the Architect. In the remarks column of the transmittal place "given to the Architect"
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
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- f. Specification paragraph number and generic name of each item.
 - g. In addition to all hard copy and physical samples submitted, duplicate digital submittal is to be produced for review, record and tracking purposes through Newforma Info Exchange. Include same information as above as well as a high resolution, color, digital image of all samples with labeled information clearly visible for each physical sample.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit [one] or Insert number full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect [, through Construction Manager,] will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit [three] or Insert number sets of Samples. Architect [and Construction Manager] will retain [two] or Insert number Sample sets; remainder will be returned. [Mark up and retain one returned Sample set as a project record Sample.]
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least [three] or Insert number sets of paired units that show approximate limits of variations.
- D. Information requirements for each submittal: Where submittal is requiring Schedules, Product Data, Qualification Data, Design Data, Certificates and Tests use the following protocol.
1. Schedules: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 2. Product Data. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - a. Manufacturer and product name, and model number if applicable.
 - b. Number and name of room or space.
 - c. Location within room or space.
 3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
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4. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
 5. Certificates:
 - a. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - b. Insert definition of Contractor certificates here if required by individual Specification Sections. See the Evaluations.
 - c. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - d. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - e. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 - f. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 - g. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
 - h. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - i. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - j. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - k. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 6. Test and Research Reports:
 - a. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 - b. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - c. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - d. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
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- e. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - f. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1) Name of evaluation organization.
 - 2) Date of evaluation.
 - 3) Time period when report is in effect.
 - 4) Product and manufacturers' names.
 - 5) Description of product.
 - 6) Test procedures and results.
 - 7) Limitations of use.
- E. Submit the following submittals: Within 15 days of contract award.
- 1. Submittal Schedule including dates of anticipated review and approval.
 - a. No submittals will be reviewed without an approved Submittal Schedule in place.
 - 2. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - a. Name, address, telephone number and email address of entities performing subcontract or supplying products.
 - b. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
 - 4. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- F. Submit with in the first 30 days after Contract Award
- 1. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014329 "Special Inspections."
 - 2. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - 3. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- G. Submit Field Test Reports during construction within 15 days of the testing date and as follows:
- 1. Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- H. Submit a minimum 30 days prior to Project Closeout:
- 1. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
 - 2. Maintenance Data: Comply with requirements specified in Division 01 Section 017823 "Operation and Maintenance Data."
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1.08 SUBMITTAL PROCESSING

- A. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
- B. The architect will not be responsible for project delays due to the contractor's failure to submit the required submittal information in time to allow for review based on the stipulated review time and to meet the project schedule.
- C. Initial Review: Allow 10 Calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- D. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- E. Re-submittal Review: Allow 10 Calendar days for review of each re-submittal.
- F. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 Calendar days for initial review of each submittal.
- G. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 Calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- H. Where submittal are required to be approved that are part of an assembly or for items such as finishes where color selections are required. The submittal will be retained until all of the information related to these systems and color selections is provided and accepted.
- I. Products with multiple submittals may be held until all necessary information has been submitted for architect to make a complete review. Submittals dependent on coordinating information from related or dependent products; or products with critical interface with other products may be held until all information is submitted for architect to make a complete review and coordinate all required information. (example door frames will not be reviewed without door hardware)
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with reviewed notation from Architect's [and Construction Manager's] action stamp.
- K. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

1.09 SUBMITTAL PROCEDURES

- A. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
 - B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
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- C. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - D. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - E. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - G. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - H. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - I. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
 - J. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
 - K. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - L. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 - M. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - N. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
 - O. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
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1.10 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractors Approval: Provide Contractor's approval signature and date on the Submittal Cover sheet certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.11 ARCHITECT'S ACTION

- A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will respond to each submittal indicating one of the following actions required:
 - 1. No Exceptions Taken: Architect takes no exception to the submittal. This part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Furnish as Corrected: No exceptions taken except what is identified by the Architect. The part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance. Furnish any additional related information as requested.
 - 3. Revise and Re-Submit: Revise the submittal based on the Architects comments and resubmit the submittal. Do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project Site, or elsewhere where Work is in progress.
 - 4. Rejected: The submittal is rejected. See Architects comments on why submittal was rejected.
 - a. Submittal has not been reviewed by the Contractor and so noted.
 - b. Submittal has been prepared without due regard for information called for or logically implied by the Contract Documents.
 - c. Information is not sufficiently complete or accurate to verify that work represented is in accordance with the Contract Documents.
 - d. Do not permit submittals marked "Rejected" to be used at the Project Site, or elsewhere where Work is in progress.
 - 5. No Action Taken: The submittal is not required and will not be reviewed.
 - B. Submittals by Newforma Info Exchange: Architect [and Construction Manager] will indicate, on Newforma Info Exchange, the appropriate action.
 - C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. The Architects action will be noted in the Newforma Info Exchange.
 - D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect. The Architects action will be noted in the Newforma Info Exchange and noted as a partial review until a full submittal can be received.
 - E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.
 - F. Submittals not required by the Contract Documents will not be reviewed and will receive no action.
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Ossining UFSD

2021-2022 CIP- AMD Building and Site
Improvements

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SUBMITTAL
PROCEDURES

01 3300 13

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 3300

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**SECTION 01 4000
QUALITY REQUIREMENTS****PART 1 GENERAL****1.01 SUMMARY**

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

1.02 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
 - B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
 - C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
 - 2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
 - D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
 - E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
 - F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
 - G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
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- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
 - J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.03 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
 - 1. The design professional shall be licensed to perform professional design services in the jurisdiction of the project location.

1.04 CONFLICTING REQUIREMENTS

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

1.05 ACTION SUBMITTALS

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

1.06 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
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2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.

1.07 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
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1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.08 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm with **5** years experience in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm with **5** years experience in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual with **5** years experience in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
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- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 7. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 9. Demolish and remove mockups when directed unless otherwise indicated.

1.09 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
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- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
 6. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
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4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 QUALITY-CONTROL PLAN

- A. Contractor's Quality-Control Plan, The Contractor shall submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
 3. Owner-performed tests and inspections indicated in the Contract Document, including tests and inspections indicated to be performed by Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.11 SPECIAL TESTS AND INSPECTIONS

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

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.01 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Owner's reference during normal working hours.

3.02 REPAIR AND PROTECTION

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

END OF SECTION 01 4000

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SECTION 01 4119
REGULATORY REQUIREMENTS - NYS EDUCATION DEPARTMENT**PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes:
1. "Uniform Safety Standards for School Construction and Maintenance Projects" for maintaining a Certificate of Occupancy during construction.

1.02 REFERENCES

- A. Section 155.5 of the Regulations of the New York State Commissioner of Education "Uniform Safety Standards for School Construction and Maintenance Projects".

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.01 GENERAL REQUIREMENT**

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

3.02 HAZARDOUS BUILDING MATERIALS

- A. Surfaces that will be disturbed during renovation or demolition have been tested for lead and asbestos. Results of the testing are available, upon request, from the Owner.

3.03 GENERAL SAFETY AND SECURITY STANDARDS FOR CONSTRUCTION

- A. General safety and security standards for construction projects include the following:
1. All construction materials shall be stored in a safe and secure manner.
 2. Fences around construction supplies or debris shall be maintained.
 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

3.04 SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED AREAS

- A. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
 2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

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3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session."

3.05 MAINTAINING EXITING DURING CONSTRUCTION

- A. The Contractor will prepare a plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

3.06 MAINTAINING VENTILATION DURING CONSTRUCTION

- A. The Contractor will prepare a plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork that must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by the construction will be maintained during the project.

3.07 NOISE ABATEMENT DURING CONSTRUCTION

- A. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken
- B. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of noise.
- C. Each prime contractor shall have a type 2 sound level meter available on the project site at all times for use by the architect/engineer for the entire duration of the construction project.

3.08 CONTROL OF CHEMICAL FUMES, GASES AND OTHER CONTAMINANTS DURING CONSTRUCTION

- A. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by, including but not limited to, welding, gasoline or diesel engines, roofing, paving, or painting, to ensure they do not enter occupied portions of the building or air intakes.
 1. Contractors shall provide a plan indicating how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted from the work site. Contractors shall provide all temporary means to assure that fresh air intakes do not draw in such fumes.
 2. If any portion of the work will generate toxic gases that cannot be contained in an isolated area, the work shall be done when school classes and programs are not in session. The contractor shall include costs associated with this requirement in his bid. The building shall be properly ventilated and, the material shall be given proper time, as recommended by the manufacturer, to cure "off-gas" before re-occupancy.
 3. The contractor shall maintain all manufacturers' Material Safety Data Sheets (MSDS) at the site for all products used in the project. Copies of the MSDS sheets shall be given to the Architect and to the School District. MSDS sheets shall be provided to anyone who requests them.
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3.09 CONTROL OF OFF-GASSING DURING CONSTRUCTION

- A. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
1. Contractor shall provide, in their schedules for work of the construction, proper time for "off-gassing" or volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, adhesives, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of the space can be assured. The contractor shall include the above-mentioned information and shall clearly highlight the information, as part of the shop drawing submittal.
 2. Building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or, the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space.
 3. The contractor shall maintain all manufacturers' Material Safety Data Sheets (MSDS) at the site for all products used in the project. Copies of the MSDS sheets shall be given to the Architect and to the School District. MSDS sheets shall be provided to anyone who requests them.

3.10 ASBESTOS-CONTAINING BUILDING MATERIALS

- A. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed noncombustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.
- B. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.
- C. For clearance sampling, the air sampling technician shall provide aggressive air sampling per Rule 56 and as follows: First direct the exhaust of a leaf blower, against all walls, ceilings, floors, ledges, and other surfaces in the work area. Continue agitation for at least five minutes per every 1,000 sf of floor space. Following this aggressive agitation, the air-sampling technician shall use at least one 20-inch fan per 10,000 cubic feet of work area space for continuous agitation. The fan shall be operated on low speed and pointed toward the ceiling. Sampling pumps shall be started after the fans are started and stopped before the fans are stopped.
1. Samples shall be logged on a permanently bound logbook at the laboratory. No whiteout will be used to make corrections.
 2. All lab counts, data and analysis shall be recorded on a lab summary sheet for each sample.
 3. Per the requirements of the New York State Education Department all Final Air Clearance Samples shall be (TEM) Transmission Electron Microscopy methodology.

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3.11 LEAD-CONTAINING BUILDING MATERIALS

- A. Surfaces that will be disturbed by reconstruction have been tested for the present of lead based paint materials. This information is provided in order that proper measures are taken, to train and protect workers per OSHA regulations. Refer to Division 0 Existing Hazardous Material Information for testing results.
- B. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

END OF SECTION 01 4119

**SECTION 01 4120
WORK RESTRICTIONS****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 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
1. Owner Occupancy: Allow for Owner occupancy of the entire site and building. The Owner's educational programs shall continue throughout the duration of construction. No work shall be done while school is in session.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.03 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of all buildings, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)****END OF SECTION 01 4120**

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**SECTION 01 4200
REFERENCES****PART 1 GENERAL****1.01 KEY DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.02 DEFINITIONS

- A. Air Handling Unit: A blower or fan used for the purpose of distributing supply air to a room, space or area.
 - B. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved according to the requirements established in this Section and as required by the Code Official having jurisdiction over this project.
 - C. Architect: Other terms including "Architect/Engineer" and "Engineer" have the same meaning as "Architect".
 - D. Company Field Adviser: An employee of the Company which lists and markets the primary components of the system under the name who is certified in writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation, and serving of the required products. Personnel involved solely in sales do not qualify.
 - E. Concealed Location: A location that cannot be accessed without damaging permanent parts of the building structure or finish surface. Spaces above, below or behind readily removable panels or doors shall not be considered as concealed.
 - F. Concealed Piping: Piping that is located in a concealed location. (See "concealed location".)
 - G. Connect: A term contraction and unless otherwise specifically noted is to mean "The labor and materials necessary to join or attach equipment, materials or systems to perform the functions intended".
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- H. Construction Manager: ???.
- I. Drain: Any pipe that carries wastewater or water-borne wastes in a building drainage system.
- J. Drainage Fittings: Type of fitting or fittings utilized in the drainage system. Drainage fittings are similar to cast-iron fittings, except that instead of having a bell and spigot, drainage fittings are recessed and tapped to eliminate ridges on the inside of the installed pipe.
- K. Drainage System: Piping within a public or private premise that conveys sewage, rainwater or other liquid wastes to a point of disposal. A drainage system does not include the mains of a public sewer system or a private or public sewage treatment or disposal plant.
1. Building Gravity: A drainage system that drains by gravity into the building sewer.
 2. Sanitary: A drainage system that carries sewage and excludes storm, surface and ground water.
 3. Storm: A drainage system that carries rainwater, surface water, condensate, cooling water or similar liquid wastes.
- L. Duct: A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.
- M. Duct System: A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.
- N. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- O. Headroom: Minimum clearance between the floor and the underside of the point of lowest installed mechanical construction above. In case of stairways and walkways, the minimum clearance between the step or surface of the walkway and the lowest installed mechanical construction above the stairway or the walkway.
- P. Include: When used in any form other than "inclusive", is non-limiting and is not intended to mean "all-inclusive."
- Q. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- R. Inspection Certificate: Identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency.
- S. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 2. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
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3. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- T. Label: An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency.
- U. Location:
1. Damp Location: Partially protected locations under canopies, marquees, roofed open porches and like locations, and interior locations subject to moderate degrees of moisture, such as some basements, some barns and some cold-storage warehouses.
 2. Dry Location: A location not normally subject to dampness or wetness. A location classified as dry may be temporarily subject to dampness or wetness, as in the case of a building under construction.
 3. Wet Location: Installations underground or in concrete slabs or masonry in direct contact with the earth and locations subject to saturation with water or other liquids, such as vehicle-washing areas, and locations exposed to weather and unprotected.
- V. Manufacturer's Designation: Identification applied on a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection Certificate," "Label" and "Mark").
- W. Mark: An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (see also "Inspection Certificate," "Label" and "Manufacturer's Designation").
- X. Mechanical: Other terms including "HVAC", "Plumbing", "Sprinkler", "Laboratory Equipment", "Food Service Equipment", "Laundry Equipment", and "Refrigeration" have the same meaning as "Mechanical".
- Y. Owner: Ossining UFSD
- Z. Piping: This term includes pipe, tube and appurtenant fittings, flanges, valves, traps, hangers and supports.
- AA. Piping, Concealed: Piping built into construction and not accessible without removal of construction Work such as masonry, plaster or other finish material, and piping installed in floors, furred spaces, suspended ceilings, non-walk-in tunnels, conduits, and behind removable panels and cabinet doors.
- BB. Piping, Distribution: Domestic water supply piping, starting with a connection to service piping, and continuing throughout the building to point of connection to equipment and fixture supply piping.
- CC. Piping, Exposed: Piping directly accessible by normal accesses without removal of any construction Work or material.
- DD. Piping, Service: Underground domestic water supply piping with a connection to a water main or supply as noted, and continuing to and into a building and terminating with the exposed fitting inside the building.
- EE. Piping, Tunnel: Piping installed in walk-in or non-walk-in tunnels or conduits up to first shut-off valve inside building.
- FF. Plumbing System: Includes the water supply and distribution pipes; plumbing fixtures and traps; water-treating or water-using equipment; soil, waste and vent pipes; and sanitary and storm sewers and building drains, in addition to their respective connections, devices and appurtenances within a structure or premises.
- GG. Product: As used includes materials, systems and equipment.
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- HH. Registered Design Professional: An individual who is a registered architect (RA) in accordance with Article 147 of the New York State Education Law or a licensed professional engineer (PE) in accordance with Article 145 of the New York State Education Law.
- II. Space, Finished: A space which has a finishing material applied to walls or ceilings, such as paint, plaster, ceramic tile, enamel glazing, face brick, vinyl wall covering, etc. to provide a finished appearance or which will have such finishes applied under a related Contract.
- JJ. Space, Unfinished: A space which does not meet the definition of a finished space.
- KK. Special Inspection: Inspection as herein required of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.
- LL. Steam-Heating Boiler: A boiler operated at pressures not exceeding 15 psi for steam.
- MM. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design.
- NN. Utility: Any gas, steam, water, sanitary sewer, storm sewer, electrical or other such service.
- OO. Water Supply System: The water service pipe, water distribution pipes, and the necessary connecting pipes, fittings, control valves and all appurtenances in or adjacent to the structure or premises.
1. Chilled: Water-cooled by refrigeration.
 2. Cold: Water with at temperature between 33 degrees F and 80 degrees F and which is neither cooled nor heated mechanically.
 3. Domestic: Water for use in buildings, except water used in connection with space heating and space cooling.
 4. High Temperature: Water with a supply water temperature above 350 degrees.
 5. Hot: Water at a temperature greater than or equal to 110°F.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: 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 uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

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| AA | Aluminum Association, Inc. (The) |
| AABC | Associated Air Balance Council |
| AAALAC | Association for Assessment and Accreditation of Laboratory Animal Care |
| AAMA | American Architectural Manufacturers Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | ACI International (American Concrete Institute) |
| ACPA | American Concrete Pipe Association |
| AF&PA | American Forest & Paper Association |
| AGA | American Gas Association |
| AGC | Associated General Contractors of America (The) |
| AHA | American Hardboard Association (part of CPA) |
| AI | Asphalt Institute |
| AIA | American Institute of Architects (The) |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| ALSC | American Lumber Standard Committee, Incorporated |
| AMCA | Air Movement and Control Association International, Inc. |
| ANSI | American National Standards Institute |
| AOSA | Association of Official Seed Analysts, Inc. |
| APA | Architectural Precast Association |
| APA | APA - The Engineered Wood Association |
| ARI | Air-Conditioning & Refrigeration Institute |
| ASCE | American Society of Civil Engineers |

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| ASHRAE | American Society of Heating, Refrigerating and Air-Conditioning Engineers |
| ASME | ASME International |
| ASSE | American Society of Sanitary Engineering |
| ASTM | ASTM International |
| AWCMA | American Window Covering Manufacturers Association (WCSC) |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood-Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BHMA | Builders Hardware Manufacturers Association |
| BIA | Brick Industry Association (The) |
| CBM | Certified Ballast Manufacturers |
| CCC | Carpet Cushion Council |
| CDA | Copper Development Association |
| CISCA | Ceilings & Interior Systems Construction Association |
| CISPI | Cast Iron Soil Pipe Institute |
| CLFMI | Chain Link Fence Manufacturers Institute |
| CPA | Composite Panel Association |
| CRI | Carpet & Rug Institute (The) |
| CRSI | Concrete Reinforcing Steel Institute |
| CSI | Cast Stone Institute |
| CSI | Construction Specifications Institute (The) |
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| CTI | Cooling Technology Institute |
| DHI | Door and Hardware Institute |
| EIA | Electronic Industries Alliance |
| EIMA | EIFS Industry Members Association |
| EJCDC | Engineers Joint Contract Documents Committee |
| EJMA | Expansion Joint Manufacturers Association, Inc. |
| ESD | ESD Association |
| FM Approvals | Factory Mutual Approvals |
| FSA | Fluid Sealing Association |
| GA | Gypsum Association |
| GANA | Glass Association of North America |
| GSI | Geosynthetic Institute |
| HI | Hydraulic Institute |
| HI | Hydronics Institute |
| HMMA | Hollow Metal Manufacturers Association |
| HPVA | Hardwood Plywood & Veneer Association |
| ICEA | Insulated Cable Engineers Association, Inc |
| ICRI | International Concrete Repair Institute, Inc. |
| IEC | International Electrotechnical Commission |
| IEEE | Institute of Electrical and Electronics Engineers, Inc. (The) |
| IESNA | Illuminating Engineering Society of North America |
| IEST | Institute of Environmental Sciences and Technology |
| IGCC | Insulating Glass Certification Council |

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| IGMA | Insulating Glass Manufacturers Alliance |
| ILI | Indiana Limestone Institute of America, Inc. |
| IPCEA | Insulated Power Cable Engineer Associates |
| ISO | International Organization for Standardization |
| ISSFA | International Solid Surface Fabricators Association |
| ITU | International Telecommunication Union |
| KCMA | Kitchen Cabinet Manufacturers Association |
| LEED | Leadership in Energy and Environmental Design |
| | |
| MBMA | Metal Building Manufacturers Association |
| MFMA | Maple Flooring Manufacturers Association, Inc. |
| MFMA | Metal Framing Manufacturers Association, Inc. |
| MIA | Marble Institute of America |
| MPI | Master Painters Institute |
| MSS | Manufacturers Standardization Society of The Valve and Fittings Industry Inc. |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NACE | NACE International |
| NADCA | National Air Duct Cleaners Association |
| NAIMA | North American Insulation Manufacturers Association |
| NCMA | National Concrete Masonry Association |
| NCPI | National Clay Pipe Institute |
| NCTA | National Cable & Telecommunications Association |
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| NEBB | National Environmental Balancing Bureau |
| NECA | National Electrical Contractors Association |
| NeLMA | Northeastern Lumber Manufacturers' Association |
| NEMA | National Electrical Manufacturers Association |
| NETA | National Electrical Testing Association |
| NFHS | National Federation of State High School Associations |
| NFPA | National Fire Protection Association |
| NFRC | National Fenestration Rating Council |
| NGA | National Glass Association |
| NHLA | National Hardwood Lumber Association |
| NLGA | National Lumber Grades Authority |
| NOFMA | NOFMA: The Wood Flooring Manufacturers Association |
| NRCA | National Roofing Contractors Association |
| NRMCA | National Ready Mixed Concrete Association |
| NSF | NSF International (National Sanitation Foundation International) |
| NSSGA | National Stone, Sand & Gravel Association |
| NTMA | National Terrazzo & Mosaic Association, Inc. (The) |
| NWWDA | National Wood Window and Door Association (WDMA) |
| PCI | Precast/Prestressed Concrete Institute |
| PDCA | Painting & Decorating Contractors of America |
| PDI | Plumbing & Drainage Institute |
| PGI | PVC Geomembrane Institute |
| PTI | Post-Tensioning Institute |

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| RCSC | Research Council on Structural Connections |
| RFCI | Resilient Floor Covering Institute |
| SAE | SAE International |
| SDI | Steel Deck Institute |
| SDI | Steel Door Institute |
| SEFA | Scientific Equipment and Furniture Association |
| SEI/ASCE | Structural Engineering Institute/American Society of Civil Engineers |
| SGCC | Safety Glazing Certification Council |
| SIA | Security Industry Association |
| SIGMA | Sealed Insulating Glass Manufacturers Association |
| SJI | Steel Joist Institute |
| SMA | Screen Manufacturers Association |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association |
| SPIB | Southern Pine Inspection Bureau (The) |
| SPRI | Single Ply Roofing Industry |
| SSINA | Specialty Steel Industry of North America |
| SSPC | SSPC: The Society for Protective Coatings |
| STI | Steel Tank Institute |
| SWRI | Sealant, Waterproofing, & Restoration Institute |
| TCA | Tile Council of America, Inc. |
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1.05 FEDERAL GOVERNMENT AGENCIES:

- A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | |
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| CE | Army Corps of Engineers |
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| CPSC | Consumer Product Safety Commission |
| | |
| DOC | Department of Commerce |
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| DOD | Department of Defense |
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| DOE | Department of Energy |
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| EPA | Environmental Protection Agency |
| | |
| FAA | Federal Aviation Administration |
| | |
| FCC | Federal Communications Commission |
| | |
| FDA | Food and Drug Administration |
| | |
| GSA | General Services Administration |
| | |
| HUD | Department of Housing and Urban Development |
| | |
| NIST | National Institute of Standards and Technology |
| | |
| OSHA | Occupational Safety & Health Administration |
| | |
| PHS | Office of Public Health and Science |
| | |
| SD | State Department |
| | |
| TRB | Transportation Research Board |
| | |
| USDA | Department of Agriculture |
| | |
| USPS | Postal Service |

- B. Codes, Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

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| ADAAG | Americans with Disabilities Act (ADA) Accessibility Guidelines |
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| BCNYS | Building Code of New York State |
| CFR | Code of Federal Regulations |
| DOD | Department of Defense Military Specifications and Standards |
| FS | Federal Specification |
| MILSPEC | Military Specification and Standards |
| | |

1.06 NEW YORK STATE GOVERNMENT AGENCIES:

- A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

| | |
|--------|---|
| DASNY | Dormitory Authority of the State of New York |
| DEC | Department of Environmental Conservation |
| DHCR | Division of Housing and Community Renewal |
| DOH | Department of Health |
| NYSDOL | New York State Department of Labor |
| DOS | Department of State |
| DOT | Department of Transportation |
| NYSPA | New York State Power Authority |
| OGS | Office of General Services |
| OCFS | Office of Children and Family Services |
| OMRD | Office of Mental Retardation and Developmental Disabilities |
| OPRHP | Office of Parks, Recreation and Historic Preservation |
| NYSED | New York State Education Department (Department of Education) |
| SHPO | State Historic Preservation Office |
| SUCF | State University Construction Fund |
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| SUNY | State University of New York |
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1.07 NEW YORK STATE CODES

- A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. BCNYS Building Code of New York State
 2. 9-NYCRR New York State Dept. of Labor Title 9 State Building Code
 3. 10-NYCRR New York State Dept. of Labor Title 10 State Hospital Code
 4. 19-NYCRR Charter XXXIII, Sub Charter A, Uniform Fire Prevention and Building Code
- B. Where these abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. BCNYS Building Code of New York State
 2. ECCNYS Energy Conservation Code of New York State
 3. PCNYS Plumbing Code of New York State of New York State
 4. MCNYS Mechanical Code of New York State
 5. FGCNYS Fuel Gas Code of New York State
 6. FCNYS Fire Code of New York State

1.08 OTHER TERMS OR ACRONYMS:

- A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name in the following list.
1. Asbestos Containing Materials
 2. Acoustical Tile
 3. Infection Control Risk Assessment
 4. Resilient Vinyl Tile
 5. Suspended Acoustical Tile
 6. Spray on Fire Resistive Materials
 7. Thermal Systems Insulation
 8. Vinyl Asbestos Tile
 9. Vinyl Composition Tile

1.09 OTHER TERMS OR ACRONYMS:

- A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name in the following list.
- a. Asbestos Containing Materials
 - b. Acoustical Tile
 - c. Infection Control Risk Assessment
 - d. Resilient Vinyl Tile
 - e. Suspended Acoustical Tile
 - f. Spray on Fire Resistive Materials
 - g. Thermal Systems Insulation
 - h. Vinyl Asbestos Tile
 - i. Vinyl Composition Tile

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION (NOT APPLICABLE)****END OF SECTION 01 4200**

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STATEMENT
OF SPECIAL
INSPECTIONS
AND TESTS
COVER

**SECTION 01 4534
STATEMENT OF SPECIAL INSPECTIONS AND TESTS COVER**

PART 1 GENERAL

1.01 SUMMARY

A. Attached is NYS Education Department Statement of Special Inspections and Tests.

1. The document is provided for the Contractor's reference.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 4534

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SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**PART 1 GENERAL****1.01 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Temporary heat.
 - 4. Ventilation and Humidity Control
 - 5. Telephone service.
 - 6. Sanitary facilities, including drinking water.
 - 7. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage containers.
 - 2. Temporary roads and paving.
 - 3. Dewatering facilities and drains.
 - 4. Temporary partitions and enclosures.
 - 5. Hoists and temporary elevator use.
 - 6. Temporary project identification sign and project signage.
 - 7. Waste disposal services and dumpsters.
 - 8. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, and lights.
 - 3. Tree and plant protection.
 - 4. Security enclosure and lockup.
 - 5. Temporary enclosures.
 - 6. Temporary partitions.
 - 7. Sidewalk Bridge for maintaining legal exits.
 - 8. Enclosure fence for the work site.
 - 9. Environmental protection.
- E. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.02 INFORMATIONAL SUBMITTALS

- A. Temporary Utilities: The contractor shall submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
 - B. Implementation and Termination Schedule: Within 15 days of the date established for submittal of the Contractor's Construction Schedule, the contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible.
 - C. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
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- D. Erosion and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent
 - E. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
 - F. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - G. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of the work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air filtration system discharge.
 - 4. Other dust-control measures.
 - 5. Waste management plan.
 - H. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.03 DEFINITIONS

- A. Temporary Enclosure: As determined by Architect, temporary roofing is complete, insulated, all exterior wall openings are closed with temporary closures.
 - B. Permanent Enclosure: As determined by Architect, permanent roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.
 - C. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the work but which are not incorporated into the finished work.
 - D. Temporary Utilities: A type of temporary facility, primary sources of electric power, water, natural gas supply, etc., obtained from public utilities, other main distribution systems, or temporary sources constructed for the project, but not including the fixtures and equipment served.
 - E. Temporary Services: Activities required during construction, which do not directly accomplish the work.
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1.04 QUALITY ASSURANCE

- A. Regulations: The contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: The Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
- D. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- E. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.05 USE CHARGES

- A. General: Installation, and removal of, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
 - 1. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 2. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 3. Gas Service from Existing System: Gas Service from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Cost or use charges for temporary facilities are not chargeable to the Owner or the Architect. The Architect will not accept a prime contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
- C. Other entities using temporary services and facilities include, but are not limited to, the following:
 - 1. Other nonprime contractors.
 - 2. The Owner's work forces.
 - 3. Occupants of the Project.
 - 4. The Architect.
 - 5. Testing agencies.
 - 6. Personnel of government agencies.

1.06 PROJECT CONDITIONS

- A. Temporary Utilities: The contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Contractor is responsible. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- C. Temporary Use of Permanent Facilities: If the Owner permits temporary use of the permanent facilities the Installer of each permanent service shall assume responsibility for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts with 1-5/8-inch- OD top rails.
 - B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails.
 - C. General: The contractor shall provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.
 - D. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
 - 1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thicknesses indicated.
 - 2. For fences and vision barriers, provide minimum 3/8-inch- thick exterior plywood.
 - 3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
 - E. Gypsum Wallboard: Provide 5/8 type x gypsum wallboard on interior walls of temporary offices or temporary partitions.
 - F. Roofing Materials: Provide UL Class A roofing materials on roofs of job-built temporary offices, shops, and sheds.
 - G. Paint: Comply with requirements of Division 9 Section "Painting."
 - H. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
 - I. Water: Provide potable water approved by local health authorities.
 - J. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
 - K. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
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- L. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.02 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office (if needed for the Owner, Architect or Construction Manager): Of sufficient size to accommodate needs of user and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 15 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack and marker boards.
 3. Drinking water and private toilet.
 4. Coffee machine and supplies.
 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Coordinate with Owner if use of existing building for storage and protection of materials is to be incorporated into Project.
1. Store combustible materials apart from building.

2.03 EQUIPMENT

- A. General: The contractor shall provide new equipment. If acceptable to the user, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
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- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
 - H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
 - I. HVAC Equipment: If temporary heat will be needed after building enclosure: Upon Building enclosure or unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures".
 - 4. Air Filtration Units: HEPA primary and secondary filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 EXECUTION**3.01 INSTALLATION, GENERAL**

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

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - B. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
 - C. The contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
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- D. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
1. Connect temporary sewers to sewage disposal systems as directed by authorities having jurisdiction.
- E. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged.
1. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 2. Connect temporary sewers to the municipal system as directed by sewer department officials.
 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
- F. Sanitary Facilities: The General Contractor will provide temporary toilets for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
1. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 2. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- G. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics at each building addition and maintain them during construction period. Include overload-protected disconnects, automatic ground-fault interrupters.
1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 2. Install electric power service underground, except where overhead service must be used.
 3. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 V, ac 20 ampere rating, and lighting circuits may be nonmetallic-sheathed cable where overhead and exposed for surveillance.
 4. Provide temporary power in the areas of renovation where the existing receptacles have been removed and the proximity to power source exceeds 50'.
- J. Temporary Lighting: When an overhead floor or roof deck has been installed, provide temporary lighting with local switching.
1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
 2. Operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
 - a. Security lighting for building exteriors shall be continuously operational and maintained.
 - b. Temporary lighting shall be maintained in accordance with OSHA standards for power and foot candle levels in all areas while workers occupy the space.
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3. Provide temporary lighting in the areas of renovation where the existing fixtures have been removed and the new lighting has not been installed.
- K. Temporary Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Coordinate ventilation requirements to produce the ambient condition required and minimize energy consumption. Direct fired propane or Kerosene salamanders will not be permitted.
1. Temporary Heat: Provide temporary heat in all existing areas that are under construction and/or have their permanent heat temporarily or permanently shut off for construction reasons.
 2. Provide temporary heat in all new construction areas as soon as each area of new construction is fully enclosed: walls, temporary roofs, and either windows and doors or temporary windows and doors.
 3. Temporary heat provided shall be sufficient to maintain all areas of new, fully enclosed construction (and renovated areas of existing construction that, due to construction, are temporarily without permanent heat), including concealed ceiling or chase spaces, to a minimum 500F, 24 hours a day, in winter weather as cold as 150F outside.
 4. Temporary heat must not damage any materials, new or existing, within or without the Project limits, on school property, nor shall it cause noxious odors or fumes or some other nuisance.
 5. Temporary heat must be installed, operated, maintained, and dismantled in a safe, legal manner.
 6. Provide adequate ventilation as required by Codes and labor laws in all areas of Project limits as part of the work of this Section.
- L. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, indirect fired, self-contained, LP-gas or fuel oil heaters with individual space thermostatic control.
1. Use of direct-fired Kerosene-burning space heaters, open flame, or salamander-type heating units is prohibited.
 2. Protect all permanent equipment put into services from dust, dust infiltration and soiling by installing filtering media at each supply and return outlet. Filters shall be changed in all air handling equipment including unit vents prior to owner occupancy. Failure to provide the necessary protection to the equipment may result in the contractor to be charged to clean the equipment and associated ductwork.
- M. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- N. Drinking-Water Facilities: The Contractor shall provide containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- O. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
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- b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- P. Telephone Service: Where Cellular Phone communications are not provided for or not possible, provide a temporary telephone service in common-use facilities for use by all construction personnel.
1. At each telephone or office, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.
 2. Provide superintendent with cellular telephone or if cellular communication are not possible a portable two-way radio for use when away from field office.
- Q. Electronic Communications Service: Provide wireless or hardwired ethernet connection with a 5-port hub/router to field office of the Owner/ Architect or CM.
- R. Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Network Connectivity: 10/100BaseT Ethernet.
 2. Operating System: Microsoft Windows 10 Professional.
 3. Productivity Software:
 - a. Microsoft Office Professional,
 - b. Adobe Reader 9.0 or higher.
 4. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these 3 functions.
 5. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 2mb upload and 10 Mbps download speeds at each computer.
 6. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing and spam protection in a combined application.
 7. Backup: External hard drive, minimum 120 gigabyte, with automated backup software providing daily backups.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
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2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
 3. Locate field offices, storage trailers, sanitary facilities, and other temporary construction and support facilities for easy access.
 4. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Temporary Roads and Paved Areas: Provide temporary roads and paved areas as required to accommodate the work. Coordinate location of same with the Owner.
1. Construct and maintain temporary roads and parking areas to support the indicated (H-20 minimum) loading adequately and to withstand exposure to traffic during the construction period.
 2. Temporary Roads and Parking areas: Use granular materials that will support the intended loading and traffic and maintain the areas throughout the construction period.
 3. Extend temporary roads in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
 4. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Temporary Parking: **Use designated areas of Owner's existing** parking areas for construction personnel.
- E. Temporary Parking/Staging and Access Roads
1. Provide access for suitable parking areas. Re-grade and re-seed any areas disturbed by parking/ staging.
 2. Parking Areas: Includes contractors' employees and construction vehicle parking. Minimum of 6-inch reference Item. #304.3 course.
 3. Access Roads: Includes access roads for delivery through staging area to building work areas, and to equipment and storage areas and sheds. Minimum of 10-foot wide, 9-inch reference Item. #304.3 course.
 4. Traffic Regulations:
 - a. Access through Owner's entrances shall be limited
 - b. Utilize only entrances/temporary roads as designated
 - c. Maintain all site traffic regulations
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
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1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 - I. Temporary Elevator Use: Use of elevators is not permitted.
 - J. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
 - K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
 - L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
 - M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
 - N. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - a. See example project Identification sign following this section.
 2. Warning and regulatory signage provide as required to protect from hazards and as required by authorities having jurisdiction.
 3. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 4. Maintain and touch up signs, so they are legible.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
 - C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
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2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Temporary Site Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Enclosure Fence: When excavation begins the contractor will install an enclosure fence with lockable entrance gates. Install in a manner that will prevent the public and animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, 6' high chain link fence with posts.
 2. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 3. Provide min. 2 double swing access gates and man gates. Each gate is to have a chain and padlock.
 4. Provide (2) keys for each lock to the Owner.
 5. Remove fence as soon as practicable.
- H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood. Support on posts or framing of preservative-treated wood or steel.
 - a. Size: 4-feet by 8-feet by 3/4-inch thick.
 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
 5. See Example Project Sign at the end of this section
- K. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors for each site. Unauthorized signs are not permitted.
1. For construction traffic control/flow at entrances/exits, as designated by the Owner.
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2. For warning signs as required
 3. Per OSHA standards as necessary
 4. For trailer identification
 5. For "No Smoking" safe work site at multiple locations.
- L. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- M. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
1. Construct covered walkways using scaffold or shoring framing.
 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 3. Paint and maintain appearance of walkway for duration of the Work.
- N. Temporary Enclosures: Provide temporary enclosure for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use UL labeled, fire-retardant-treated material for framing and main sheathing.
- O. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
1. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where required to protect areas, spaces, property, personnel, building occupants; to separate and control dust, debris, noise, access, sight, fire areas, safety and security.
 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 3. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 4. Insulate partitions to control noise transmission to occupied areas.
 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 6. Protect air-handling equipment.
 7. Provide walk-off mats at each entrance through temporary partition.
- P. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
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1. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 2. Prohibit smoking in construction areas.
 3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 5. Store combustible materials in containers in fire-safe locations
 6. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- Q. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Coordinate with the installation and release of material to minimize the opportunity for theft and vandalism.

3.05 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Provide written plan for addressing any trapping of water in finished work. Document all visible signs of mold that may appear during construction. Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
 - B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
 - C. Partially Enclosed Construction Phase: After installation of weather barriers but before Permanent Enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
 - D. Controlled Construction Phase of Construction: After completing and sealing of the permanent building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. The Contractor is to provide temporary dehumidification and ventilation until the building systems are operational and the spaces are substantially completed.
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3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that cannot be completely restored to their manufactured moisture level in 48 hours.

3.06 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- E. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 5000

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**SECTION 01 6000
PRODUCT REQUIREMENTS****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.02 DEFINITIONS

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

1.03 ACTION SUBMITTALS

- A. Submit submittals as required per each individual specification section.

1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
 - B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
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3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.
 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

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

2.02 EQUIVALENT PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for equivalent product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples.
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- B. Refer to specification section 012519 Equivalents for additional equivalent product requirements required to be furnished by the contractor.

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 6000

**SECTION 01 7300
EXECUTION****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.

1.02 DEFINITIONS

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

1.03 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor, professional engineer, etc. licensed to practice in New York State.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least **10** days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.04 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
 - B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
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1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, or that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.
 - C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
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PART 3 EXECUTION**3.01 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
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- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.04 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
 - B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
 - C. Benchmarks: Establish and maintain a minimum of **two** permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
 - D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
 - E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
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3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
 - C. Temporary Support: Provide temporary support of work to be cut.
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- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch extending to an inside or outside corner of a wall. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
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- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.07 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.08 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
 - B. Site: Maintain Project site free of waste materials and debris.
 - C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
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- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.09 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 01 7300

SECTION 01 7700
CLOSEOUT PROCEDURES
PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.02 ACTION SUBMITTALS

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

1.03 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.04 MAINTENANCE MATERIAL SUBMITTALS

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

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. The Architect will not perform a punch list inspection until the contractor's punch list is received and reviewed.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 30 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

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- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain **Owner's** signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 30 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Complete startup and testing of systems and equipment
 3. Submit test/adjust/balance records.
 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 5. Perform preventive maintenance on equipment used prior to Substantial Completion. Complete startup testing of systems.
 6. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 7. Touch up paint and otherwise repair and restore damaged finishes.
 8. Complete final cleaning requirements, including touchup painting
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 30 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. The Architects basic services include (1) initial punch list and (1) follow-up punch list inspection to ensure all corrective action and or incomplete work has been finished. The Contractor is responsible to the Owner for all costs incurred by the Architect for additional services to provide multiple punch lists for the same work area. The cost for these additional services, may be deducted from the Contractors Contract by deduct Change Order.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit pest-control final inspection report.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
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5. Advise Owner of pending insurance changeover requirements.
 6. Advise Owner of changeover in heat and other utilities.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 10. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 11. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 12. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
- B. Inspection: Submit a written request for final inspection to determine acceptance, a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first, and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
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2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.01 FINAL CLEANING

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

- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 01 7700

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**SECTION 01 7823
OPERATION AND MAINTENANCE DATA****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.

1.02 DEFINITIONS

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

1.03 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect, and Commissioning Authority (if applicable), will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.

PART 2 PRODUCTS**2.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

OPERATION
AND
MAINTENANCE
DATA

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2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
 - C. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.02 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
 - B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
 - C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
 - D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
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2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.03 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.04 OPERATION MANUALS

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

2.05 PRODUCT MAINTENANCE MANUALS

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

2.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
 - B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
 - C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
 - D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
 - E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
 - F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
 - G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
 - H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
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PART 3 EXECUTION**3.01 MANUAL PREPARATION**

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 7823

SECTION 01 7839
PROJECT RECORD DOCUMENTS**PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Division 01 "Multiple Contract Summary" for coordinating project record documents covering the Work of multiple contracts.
 - 2. Division 01 "Execution" for final property survey.
 - 3. Division 01 "Closeout Procedures" for general closeout procedures.
 - 4. Division 01 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.02 CLOSEOUT SUBMITTAL

- A. General: All electronic documents (drawings, specifications, product data and O & M's) shall be indexed in separate files (e.g. submission of one large PDF with all of the O & M documents is Not acceptable)
 - B. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit **one** paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one of file prints on USB Thumb Drive.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - 4) Submit Record Digital Data Files on USB Thumb Drive and one or Insert set of plots.
 - b. Final Submittal:
 - 1) Submit one paper-copy set of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints on USB Thumb Drive and **one** set of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
 - 4) Submit Record Digital Data Files on USB Thumb Drive and **one** set of plots.
 - C. Record Specifications: Submit **one paper copy and annotated PDF electronic files** of Project's Specifications, including addenda and contract modifications on USB Thumb Drive.
 - D. Record Product Data: Submit **one paper copy and annotated PDF electronic files and directories** of each submittal on USB Thumb Drive.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
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- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit **one paper copy and annotated PDF electronic files and directories** of each submittal on USB Thumb Drive.
 - F. Reports: Submit written report **weekly** indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.03 RECORD DRAWINGS

- A. Record Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or [Construction] [Work] Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 7. Submit as indicated in the Article 1.2 final submittal.
 - B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record drawings with Architect [**and Construction Manager**]. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
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1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: Annotated PDF electronic file **[with comment function enabled]**.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Architect **[through Construction Manager]** for resolution.
 5. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 6. Architect will furnish Contractor one set of digital data PDF files of the Contract Drawings for use in recording information.
 - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Consult Architect **[and Construction Manager]** for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
 3. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 4. Submit as indicated in the Article 1.2 final submittal.

1.04 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders **[,record Product Data,]** and record Drawings where applicable.
 6. Submit as indicated in the Article 1.2 final submittal

1.05 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders **[,record Specifications,]** and record Drawings where applicable.
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4. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.
5. Submit as indicated in the Article 1.2 final submittal

1.06 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.
 2. Submit as indicated in the Article 1.2 final submittal

PART 2 PRODUCT (NOT USED)**PART 3 EXECUTION****3.01 RECORDING AND MAINTENANCE**

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

END OF SECTION 01 7839

**SECTION 01 7900
DEMONSTRATION AND TRAINING****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.

1.02 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.03 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.
 - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
 - 3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.04 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
 - B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
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- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.05 COORDINATION

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

1.06 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
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4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.07 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.08 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
 - B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
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1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.09 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 1080 video resolution converted to format file type acceptable to Owner, on electronic media.
1. Electronic Media: Read-only format compact disc with commercial-grade graphic label or flash drive as acceptable to Owner,
 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
 - a. Name of Contractor/Installer.
 - b. Business address.
 - c. Business phone number.
 - d. Point of contact.
 - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
1. Film training session(s) in segments not to exceed 15 minutes.
 - a. Produce segments to present a single significant piece of equipment per segment.
 - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
 - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
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1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 01 7900

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**SECTION 02 0010
INFORMATION AVAILABLE TO BIDDERS**

PART 1 GENERAL

1.01 SUMMARY

1.02 ATTACHED, FOR BIDDER'S INFORMATION AND REFERENCE ONLY, ARE THE FOLLOWING DOCUMENTS:

1.03 THE OWNER AND ARCHITECT TAKE NO RESPONSIBILITY FOR THE INFORMATION PRESENTED IN THE DOCUMENT(S) ATTACHED TO THIS SECTION.

PART 1 PRODUCTS (NOT USED)

PART 1 EXECUTION (NOT USED)

END OF SECTION 02 0010

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**SECTION 02 4119
SELECTIVE REMOVAL****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Removal of selected portions of building or structure.
 - 2. Removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, removal waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during removal remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.05 PREINSTALLATION MEETINGS

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

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
 - B. Schedule of Selective Removal Activities: Indicate the following:
 - 1. Detailed sequence of selective removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building.
 - C. Pre-removal Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by removal operations.
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- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.07 CLOSEOUT SUBMITTALS

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

1.08 QUALITY ASSURANCE

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

1.09 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective removal area. Conduct selective removal so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
1. Before selective removal, Owner will remove the following items:
- a. Any items to be retained by the Owner will have been removed by the Owner prior to start of work.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively removed. A report on the presence of hazardous materials is on file for review and use. 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.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective removal operations.
1. Maintain fire-protection facilities in service during selective removal operations.
- G. Although care has been taken to ensure their accuracy, the locations shown for existing partitions, equipment, and structures indicated to be removed, nor their quantity, are guaranteed. It is the Contractor's responsibility to verify these conditions in the field during the bidding process before commencing work. No claims for extra payment due to incorrect locations, dimensions or quantities of items will be considered by the Owner.

1.10 COORDINATION

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

PART 1 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

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

PART 1 EXECUTION

3.01 EXAMINATION

- A. Disconnect and cap utilities before starting selective removal operations.
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- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building removal operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective removal activities.
 - C. Verify that hazardous materials have been remediated before proceeding with selective removal operations.

3.02 PREPARATION

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

3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively removed.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective removal and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - e. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - f. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.04 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective removal area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective removal of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective removal operations.
 - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 "Temporary Facilities and Controls."
 - B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being removed.
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1. Strengthen or add new supports when required during progress of selective removal.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.05 SELECTIVE REMOVAL, GENERAL

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

3.06 SELECTIVE REMOVAL PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

- E. Roofing: Remove no more existing roofing than what can be covered in one day by new temporary roofing and so that building interior remains watertight and weathertight.
 - 1. Remove existing roof membrane, flashings, copings, and roof accessories.
 - 2. Remove existing roofing system down to substrate.

3.07 DISPOSAL OF REMOVED MATERIALS

- A. Remove waste materials from Project site.
 - 1. Do not allow removed materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn removed materials.

3.08 CLEANING

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

END OF SECTION 02 4119

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**SECTION 03 3000
CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.01 SUMMARY**

- A. Formwork for cast-in-place concrete, including all openings shown or not shown on structural drawings .
- B. Cast-in-place concrete, including concrete for the following, and other items as indicated on the Drawings.
 - 1. Foundation walls, piers, footings, mats.
 - 2. Floors and slabs on grade.
 - 3. Exterior slabs and walks.
 - 4. Equipment pads and bases.
 - 5. Other item s as indicated.
- C. Concrete curing and finishing.
- D. Control joints, expansion, and contraction joints.
- E. Concrete testing.

SUBMITTALS**PROVIDE COPY OF ALL APPROVED SHOP DRAWINGS TO SPECIAL INSPECTOR.**

- A. Submit manufacturer's catalog cuts, technical data, and recommendations on quantities, installation, and application for the following:
 - 1. Formwork accessories.
 - 2. Concrete admixtures.
 - 3. Waterstops.
 - 4. Grout and patching materials.
 - 5. Bonding agents.
 - 6. Anchor bolts and inserts.
 - 7. Joint fillers.
 - 8. Vapor barrier.
 - 9. Curing and sealing compounds.
 - a. Control Joint Layout.
 - b. Frames.
 - c. Sleeves.
 - d. Insert Plates.
 - B. Submit proposed mix designs and test data. Identify for each mix submitted the method by which proportions have been selected.
 - 1. For mix designs based on field experience, include individual strength test results, standard deviation, and required average compressive strength $f'(cr)$ calculations.
 - 2. For mix designs based on trial mixtures, include trial mix proportions, test results, and graphical analysis and show required average compressive strength $f'(cr)$.
 - 3. Indicate quantity of each ingredient per cubic yard of concrete.
 - 4. Indicate type and quantity of admixtures proposed or required.
 - 5. Submit current test reports for aggregates showing compliance with specified quality and gradation.
 - 6. Submit current test reports for cement.
 - C. Submit affidavits from an independent testing agency certifying that materials furnished under this section conform to Specifications.
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- D. Provide documentation from manufacturers assuring compatibility of admixtures with other ingredients. Provide documentation from manufacturers assuring compatibility of all surface applied products (mastic, tile, VCT, carpet, etc).
- E. Submit concrete placement schedule prior to start of any concrete placement operations. Include location of all joints as indicated on the Drawings or in the specification, plus anticipated construction joints.
- F. Submit copies of delivery tickets complying with ASTM C 94 for each load of concrete delivered to site. Include on the tickets the additional information specified in the ASTM document.
- G. Submit description of planned protective measures for cold weather or hot weather concreting.
- H. QUALITY ASSURANCE
- I. The American Concrete Institute (ACI), ACI 318 "Building Code Requirements for Reinforced Concrete" and ACI 301 "Specifications for Structural Concrete for Buildings" shall be part of these Specifications as though written and attached hereto.
- J. Work shall comply with recommendations and requirements of the following, except as specifically superseded by these Specifications:
1. ACI 211 "Selecting Proportions for Concrete";
 2. ACI 308 "Curing Concrete";
 3. ACI 304 "Measuring, Mixing, Transporting and Placing Concrete";
 4. ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures";
 5. ACI 302 "Floor and Slab Construction";
 6. ACI 305 "Hot Weather Concreting";
 7. ACI 306 "Cold Weather Concreting";
 8. ACI 347 "Formwork for Concrete"; and
 9. ACI 330
- K. Provide at least one person who shall be present during the execution of this portion of the Work and who shall be thoroughly trained and experienced in placing the types of concrete specified and who shall direct work performed under this Section.
- L. Concrete topping shall be placed under the direct supervision of the precast plank manufacturer.
- M. Contractor shall assemble representatives of the concrete supplier, suppliers of admixtures or products used, the finisher, and the Owner's Representative to be present during the placement and finishing operation.
- N. Contractor shall arrange a pre job meeting including the concrete supplier, manufacturer's representatives, concrete finisher, Special Inspector and Architect to review mix design and placement and curing techniques.
- O. Concrete Quality Control
1. Procure concrete from a single Engineer-approved source. Source shall be a central commercial batching plant conforming to "Concrete Plant Standards" of the Concrete Manufacturer's Association - automatic proportioning type.
 2. Conform to ASTM C94, paragraphs 1 through 15 and paragraph 18.
 3. Obtain materials of each type from same source for the entire project.
 4. The Owner shall engage testing agency to conduct tests and perform other services specified for quality control during construction. See Section 01450 – Special Inspector.
- P. Project Conditions
1. Notify Owner's Representative at least 48 hours in advance of intent to place concrete.
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2. Do not place concrete when the ambient temperature is below 400F nor when the concrete temperature or ambient temperature exceeds 850F. The Architect may approve the placement of concrete under the above conditions, provided the recommendations of ACI 305 or ACI 306 are strictly adhered to.
 3. Do not place concrete when environmental conditions may adversely affect the placing, finishing, or curing of concrete, or its strength.
- Q. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes. The Contractor shall correct deficient concrete as directed by the Owner's Representative.
- R. The Contractor is responsible for the design of any formwork and shoring required.

PART 2 - PRODUCTS AND MATERIALS

4.01 FORMWORK

- A. Form Materials:
1. Concrete not exposed to view: Any standard form materials that shall produce structurally sound concrete.
 2. Exposed finish concrete: Materials selected to offer optimum smooth, stain-free final appearance and minimum number of joints. Material shall resist hydrostatic head without bowing or deflection.
 3. Plywood: PS-1, B-B high density concrete form overlay, Class I.
 - a. Provide 1/2" chamfers at all exposed corners.
 - b. Provided a tooled edge at brick ledges that are above grade.
- B. Formwork Accessories:
1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.
 2. Form ties: Commercially manufactured types; cone snap ties, taper removable bolt, or other type which will leave no metal closer than 1-1/2 inches from surface of concrete when forms are removed, leaving not more than a 1-inch-diameter hole in concrete surface.
- C. CONCRETE MATERIALS
- D. Portland Cement: ASTM C 150, Type II for normal weight concrete.
- E. Fly Ash: ASTM C618, Type F, Tables 1, 2, 3, and 4.
- F. Water: Fresh, clean, and potable.
- G. Aggregates:
1. Normal weight concrete: ASTM C 33.
 2. Aggregate for normal weight concrete for interior slabs on grade shall conform to New York State DOT specification 703-0202 for Crushed Gravel.
 3. Fine aggregate: percentage passing No. 200 sieve shall be less than 3%.
 4. Coarse aggregate: Percentage passing No. 200 sieve shall be less than 0.7%.
 - a. Nominal size 1 1/2": ASTM Size No. 467
 - b. Nominal size 1": ASTM Size No. 57
 - c. Nominal size 1/2": ASTM Size No. 7
 5. Aggregates shall have been tested within the past six months from the date of the contract for the following:
 - a. Gradation: ASTM C136
 - b. Material finer than 200 sieve: ASTM C117
 - c. Organic impurities: ASTM C40
 - d. Soundness: ASTM C88
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- e. Clay lumps: ASTM C142
 - f. Light weight constituents: ASTM C123
 - g. Abrasive of coarse materials: ASTM C131
 - h. Soft particles: ASTM C235
 - i. Resistance to freeze-thaw: ASTM C66, ASTM C682.
- H. Admixtures
- 1. Admixtures which result in more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.
 - 2. Admixtures shall be certified by manufacturer for compatibility with other mix components.
- I. Air-Entraining Admixture: ASTM C 260. The following products or approved equivalents will be among those considered acceptable:
- 1. "Air Mix"; The Euclid Chemical Company.
 - 2. "Micro-Air"; Master Builders, Inc.
 - 3. "Daravair"; W. R. Grace & Co.
- J. Water-Reducing Admixture: ASTM C 494, Type A. The following products or approved equivalents will be among those considered acceptable:
- 1. WRDA with HYPOL; W.R. Grace & Co.
- K. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G. The following products or approved equivalents will be among those considered acceptable:
- 1. "WRDA 19"; W.R. Grace & Co.
 - 2. "Daracem-100"; W. R. Grace & Co.
- L. Accelerator: Non-corrosive, non-chloride ASTM C494 Type C or E. The following products or approved equivalents will be among those considered acceptable:
- M. "Accelgard 80", Euclid Chemical Company.
- N. Waterproofing and Corrosion Protection Concrete Admixture: Provide inorganic complex alkaline earth silicate liquid admixture (IPANEX as manufactured by Cement Chemistry Systems, LP, or approved equivalent) in all concrete at the Salt Storage Shed. Install per manufacturer's written instructions.

MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Nonshrink Grout: CRD-C 621, Grade B. (ASTM C-1107). Provide nonmetallic type only. The following products or approved equivalents will be among those considered acceptable:
- 1. "Masterflow 713 or 928"; Master Builders, Inc.
 - 2. "Euco N-S Grout"; The Euclid Chemical Company.
 - 3. "Axpandcrete"; Anti-Hydro Waterproofing Co.
 - 4. "Embeco 636"; Master Builders for equipment bases.
- B. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.
- C. Moisture-Retaining Cover: ASTM C 171, and as follows:
- 1. Fibre reinforced waterproof paper.
 - 2. Polyethylene film.
 - 3. White burlap-polyethylene sheeting.
- D. Bonding Systems: ASTM C881; Type, grade, and class as required for project conditions. The following products or approved equivalents will be among those considered acceptable:
- 1. "Concresive LPL", Master Builders, Inc.
 - 2. "Sikadur 32 Hi-Mod", Sika Corporation.
 - 3. "Euco #452 Epoxy System"; Euclid Chemical Company.
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- E. Adhesive anchor system:
 - 1. Reinforcing bars:
 - a. "HIT RE 500 System", HILTI.
 - b. "Keligrout"; KELKEN GOLD, INC., Princeton, NJ (phone 800-342-5154)
 - 2. Anchor bolts:

"HVA SYSTEM", HILTI.

- a. "Kelibond Anchors", KELKEN GOLD, INC., Princeton, NY (phone 800-342-5154)
- B. Expansion Joint Filler for pavements and sidewalks: Nonextruding bituminous type conforming to ASTM D1751.
- C. Isolation joint filler for slabs on grade: Preformed cork, 1/2" thick, conforming to ASTM D1752, Type II.
- D. Preformed Control Joint: "Screed Cap" for joints to receive sealant; "Zip Cap-Control Joint" for sawcut type joints; as manufactured by Greenstreak, Inc.
- E. Waterstop: Polyvinyl chloride (PVC), ribbed type with center bulb. Size appropriate to application. Supply prefabricated corner shapes.
- F. Waterstop: Bentonite type, "Volclay Waterstop-Rx", as manufactured by American Colloid Company.
- G. Dovetail Anchor Slot: Galvanized steel, 22 gauge, felt filled.
- H. Expansion anchors as equivalent to HILTI Corp. of Tulsa, Oklahoma (800-879-8000) and size as noted on Drawings. (Wedge and sleeve anchors not interchangeable).
 - a. Wedge anchors: Used in concrete or grout filled concrete block.
 - b. Sleeve anchors: Used in hollow concrete block.
- I. Wedge anchors: Hohman & Barnard, size as noted on Drawings.

UNDERSLAB VAPOR RETARDER: ASTM E96 AND AS FOLLOWS:

- 1. Available Manufacturers: Subject to compliance requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Stego Industries LLC
 - 3. Thickness: 15 mils
 - 4. Permeance Rating: Maximum 0.03 perms
 - 5. Applications: Under all concrete slabs on grade
 - B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
 - C. SURFACE APPLIED CURING AND SEALING COMPOUNDS
 - D. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
 - 1. Master Builders, Inc.
 - 2. Anti Hydro Company, Inc.
 - 3. The Euclid Chemical Company.
 - 4. W. R. Meadows, Inc.
 - 5. Sonneborn Building Products Division/ChemRex, Inc.
 - 6. L & M Construction Chemicals, Inc.
 - E. Curing and Sealing Compounds: For interior or exterior applications.
 - 1. Products shall comply with ASTM C 309, Type 1, clear styrene acrylate type, 30% minimum solids content.
 - 2. Maximum allowable moisture loss of 0.03 grams per square centimeter.
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3. Do not apply to surfaces scheduled to receive other finishes, coatings or coverings unless specifically approved by the Architect/Engineer.
 4. "SuperRez-Seal"; The Euclid Chemical Company or approved equivalent.
- F. Sealing and Hardening Compounds: Generally for use at exterior slabs and walks subject to deicing products.
1. Concrete shall receive initial water cure as described elsewhere in this section.
 2. Product shall be siloxane based, 40% minimum solids content.
 3. "Euco-Guard VOX"; The Euclid Chemical Company or approved equivalent.
 4. Concrete Curing Compounds: Generally for interior curing applications.
 5. Product shall comply with ASTM C309, Type 1, Class B, wax free, resin based.
 6. Maximum allowable moisture loss of 0.03 grams per square centimeter.
 7. "KUREZ", The Euclid Chemical Company or approved equivalent. Do not apply to surfaces scheduled to receive other finishes, coatings, or coverings unless specifically approved by the Architect/Engineer.
 8. For surfaces that are scheduled to receive other finishes, coatings, or coverings, use dissipating resin-type compound, "KUREZ-DR", The Euclid Chemical Company or approved equivalent.
- G. Evaporation retarder: "Confilm"; Master Builders Company.

CONCRETE MIX DESIGN

- A. Do not begin concrete operations until proposed mixes have been reviewed and approved by the Engineer.
- B. Comply with recommendations of ACI 211.1 for normal weight concrete and ACI 211.2 for structural lightweight concrete.
- C. For each type and strength of concrete, establish the required average strength $f'(cr)$ of the design mix on the basis of either field experience or trial mixtures as specified in ACI 301, and proportion mixes accordingly. If trial mixtures method is used, employ an independent testing agency acceptable to the Engineer for preparing and reporting proposed mix designs.
- D. Verify air-dry unit weight of lightweight concrete in accordance with ASTM C 567, and correlate with fresh unit weight for use in acceptance of fresh concrete during construction.
- E. Admixtures:
1. Air-entraining admixture: Add at rate to achieve specified air content.
 2. High-range water-reducing admixture (superplasticizer): Add as required for placement and workability.
 3. Do not use admixtures not specified or approved.
- F. Design mixes to meet or exceed each requirement specified. Where more than one criterion is specified, the most stringent shall apply. For example, a minimum cement content or maximum water-cement ratio might result in strengths greater than the minimum specified; likewise, a greater cement content or lower water-cement ratio may be required in order to achieve the required strength.
- G. Normal Weight Concrete - Type A
1. Minimum compressive strength f'_c : 3,000 psi @ 28 days.
 2. Maximum water-cementitious ratio by weight: 0.50.
 3. Minimum cement content: 475 lbs. per cubic yard.
 4. Coarse aggregate size: 1".
 5. Maximum slump: 3-1/2 inches + 1 inch.
 6. Air Content: 4-6%.
 7. Schedule: Footings and non-retaining walls.
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- H. Normal Weight Concrete - Type B
1. Provide sufficient time for excess water to evaporate prior to placing floor coverings. See floor covering manufacturer.
 2. Minimum compressive strength f_c : 3,000 psi @ 28 days.
 3. Maximum water-cementitious ratio by weight: 0.45.
 4. Minimum cement content: 540 lbs. per cubic yard.
 5. Coarse aggregate size: 3/4"-1".
 6. Maximum slump: 3-1/2 inches + 1 inch.
 7. Schedule: interior slabs on grade.
- I. Normal Weight Concrete - Type C
1. Minimum compressive strength f_c : 4,000 psi @ 28 days.
 2. Maximum water-cementitious ratio by weight: 0.45.
 3. Minimum cement content: 590 lbs. per cubic yard.
 4. Coarse aggregate size: 1/2"– 1 1/2".
 5. Maximum slump: 3-1/2 inches + 1 inch.
 6. Air Content: 4-6%.
 7. Schedule: exterior walks or paving: retaining walls.
- J. Normal Weight Concrete - Type D
1. Provide sufficient time for excess water to evaporate prior to placing floor coverings. See floor covering manufacturer.
 2. Minimum compressive strength f_c : 4,000 psi @ 28 days.
 3. Maximum water-cementitious ratio by weight: 0.45.
 4. Minimum cement content: 590 lbs. per cubic yard.
 5. Coarse aggregate: 3/8 inch
 6. Maximum slump: 3-1/2 inches + 1 inch.
 7. Air Content: 4-6%.
 8. Schedule: topping for precast concrete plank , topping for stair pans .
- K. Light Weight Concrete
1. Minimum compressive strength f_c : 3,500 psi @ 28 days.
 2. Minimum cement content: 660 lbs. per cubic yard.
 3. Coarse aggregate size: 3/4".
 4. Maximum slump: 2-1/2 inches + 1 inch.
 5. Air Content: 4-8%.
 - a. Schedule: Supported floors on composite steel deck.
- L. Provided that no additional expense to owner is involved, contractor may submit for Architect/Engineer approval requests for adjustment to approved concrete mixes when circumstances such as changed project conditions, weather, or unfavorable test results occur. Include laboratory test data substantiating specified properties with mix adjustment requests.
- M. Controlled Low Strength Material (CLSM) - Permanent: Material shall meet the requirements of ACI 229R with a compressive strength of 400 PSI.
- N. Controlled Low Strength Material (CLSM) - Removable: Material shall meet the requirements of ACI 229R with a compressive strength of 50- 100 PSI.
- O. CONTROL OF MIX IN THE FIELD
- P. A tolerance of up to 1 inch above specified slump will be permitted for 1 batch in 5 consecutive batches tested. Concrete of lower slump than that specified may be used, provided proper placing and consolidation is obtained.
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- Q. If slump upon arrival at the site is lower than 1 inch below the value specified, one addition of water in accordance with ASTM C 94 will be permitted to bring slump within tolerance, provided that:
1. A positive means is available to measure the amount of water added at the site.
 2. The specified (or approved) maximum water-cementitious ratio is not exceeded.
 3. Not more than 45 minutes have elapsed since batching.
- R. Total Air Content: A tolerance of plus or minus 1-1/2 percent of that specified will be allowed for field measurements.
- S. Do not use batches that exceed tolerances. The Owner's Special Inspector has the authority to reject concrete.

CONCRETE MIXING

- A. Mix concrete materials in transit mixers, complying with requirements of ASTM C94, paragraphs 1 to 15 and 18 only.
- B. Elapsed time between initial contact of the cement with water and the completed discharge of the batch at the project site shall not exceed 90 minutes or 300 revolutions of the drum, whichever comes first. These limits shall be reduced at the direction of the Owner's Representative.
- C. Concrete batch plant shall conform to requirements of the "Concrete Plant Standards" of the "Concrete Manufacturer's Association".

PART 3 - EXECUTION**10.01 HOT AND COLD WEATHER CONCRETING**

- A. Do not proceed with work of this section for hot or cold weather placement without approval of the Engineer.
- B. Comply with recommendations of ACI 306 when air temperatures are expected to drop below 40 degrees F either during concrete placement operations or before concrete has cured.
1. Do not use frozen or ice-laden materials.
 2. Do not place concrete on frozen substrates.
 3. Do not add salt, calcium chloride, anti-freeze compounds.
- C. Comply with recommendations of ACI 305 when ambient temperature before, during, or after concrete placement is expected to exceed 85 degrees F.
1. Do not use retarding admixtures.
 2. Make special provisions for curing and finishing.

CONCRETE FORM PREPARATION

- A. Comply with requirements of ACI 301 and ACI 347 for formwork, and as herein specified. The contractor is responsible for design, engineering, and construction of formwork, and for its timely removal.
- B. Earth forms are not permitted.
- C. Design and fabricate forms for easy removal, without impact, shock, or damage to concrete surfaces or other portions of the work.
- D. Design to support all applied loads until concrete is adequately cured, within allowable tolerances and deflection limits.
1. Shoring design shall include additional loading resulting from stressing tendons.
 2. Formwork shall not restrain elastic shortening, deflection, or camber resulting from prestressing forces.
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- E. Construct and brace formwork to accurately achieve end results required by contract documents, with all elements properly located and free of distortion. Provide for necessary openings, inserts, anchorages, and other features shown or otherwise required.
1. Minimize form joints and make watertight to prevent leakage of concrete.
 2. Provide chamfered edges and corners at exposed locations, unless specifically indicated otherwise on the drawings.
 3. Provide openings to accommodate work of other trades, sized and located accurately. Securely support items built into forms; provide additional bracing at openings and discontinuities in formwork.
 4. Provide temporary openings for cleaning and inspection in most inconspicuous locations at base of forms, closed with tightfitting panels designed to minimize appearance of joints in finished concrete work.
 5. Build into concrete work all required ties, anchors, anchor bolts, sleeves, and other inserts. Accurately set items, by using templates, in their final position at the time concrete is placed.
- F. Comply with minimum tolerances established in ACI 117, unless more stringent requirements are indicated on the drawings.
- G. Provide either form materials with factory-applied nonabsorptive liner or field-applied form coating. If field-applied coating is employed, thoroughly clean and recondition formwork and reapply coating before each use. Rust on form surfaces is unacceptable.
- H. JOINT CONSTRUCTION
- I. Construction Joints (Cold Joints): Locate and install construction joints as indicated on Drawings. If construction joints are not indicated, or if contractor opts to add additional joints, locate in manner which will least impair strength and stability of the structure.
1. Contractor shall submit location diagrams to Architect/Engineer for approval if locations are not shown on the Contract Documents.
 2. Provide keyways not less than 1-1/2 inches deep.
 3. Continue reinforcement across and perpendicular to construction joints, unless details specifically indicate otherwise.
 4. Provide adequate shear reinforcement as shown on the Drawings or as directed by the Engineer.
 5. Where a joint is to be made, the surface of the concrete shall be thoroughly cleaned. Joints shall be wetted and slushed with a coat of neat cement grout immediately before placement of new concrete. The grout shall be a neat cement and sand grout (1:3 mix) placed to a 1/2" minimum thickness. An approved bonding compound may be used in lieu of the cement grout with approval of the Architect/Engineer.
 6. Provide waterstops as indicated, and on all construction joints below grade adjacent to usable spaces. Install to form continuous, water tight dam, with field joints fabricated in strict accordance with manufacturer's instructions.
- J. Movement Joints: Construct isolation joints in slabs poured on grade at points of contact with vertical components, such as foundation walls and column pedestals.
1. Install joint filler to full concrete depth. Recess top edge of filler 1/8 inch where joints are unsealed.
 2. Slabs on grade shall be tied to foundation walls with #3 reinforcing bars at 4 feet on center unless specifically shown otherwise on the drawings.
 3. Smooth dowels, greased or treated one end to prevent bond shall be installed at columns and as shown on the Drawings. Refer to "Installing Dowels", this section.
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- K. Expansion Joints: Construct expansion joints where indicated. Install expansion joint filler to full depth of concrete. Recess edge of filler to depth indicated to receive joint sealant (and backer rod where necessary) specified in Division 7.
- L. Control Joints - Slabs on grade: Spacing of joints in slabs shall not exceed three times the thickness of the slab in feet nor 15 feet on center. Joints shall typically isolate columns and shall run between columns.
 - 1. If locations of joints are not specifically shown on the Drawings, the Contractor shall submit location diagram to the Owner's Representative for approval.
 - 2. Form control joints by means of saw cuts one-fourth the depth of the slab (1-1/4" minimum), performed as soon as possible after slab finishing without possibility of dislodging aggregate.
 - 3. Use "soft-cut" type saw to perform work.
- M. Control Joints - Walls: Construct control joints in walls at 4 feet from corners/intersections and then at 25 feet on center thereafter.
 - 1. Contractor shall submit location diagram to Architect/Engineer for approval if locations are not shown on the Drawings.
 - 2. Construct weakened plane vertical control joints as shown on the drawings. Provide adequate shear reinforcement as directed by the Architect/Engineer.
 - 3. Joints above grade shall be constructed to provide for the installation of watertight joint and sealant. Joints shall be filled with appropriate backer rod and sealant.
 - 4. Provide waterstops where indicated on the Drawings and on all joints below grade adjacent to usable spaces. Install to form continuous watertight dam, with field joints fabricated in strict accordance with manufacturer's instructions.

INSTALLATION OF SMOOTH DOWELS

- A. Install dowels as noted on the Drawings.
- B. One end of dowel on one side of joint shall be non-bonded, allowed to slip.
- C. Methods:
 - 1. Coat the non-bonded end with grease and wrap snugly with polyethylene tape. Work shall be neat and snug without excess material.
 - 2. Use premolded dowel caps over non-bonded end.

INSTALLATION OF BUILT-IN ITEMS

- A. Set anchorage devices and other items required for other work connected to or supported by cast-in-place concrete, using templates, setting drawings, and instructions from suppliers of items to be embedded.
- B. Set edge forms and intermediate screeds as necessary to achieve final elevations indicated for finished slab surfaces.
- C. Set anchor bolts furnished under Division 5, using templates and in coordination with steel shop drawings.
- D. Comply with requirements of Paragraph 6.3 of ACI 318.

CONCRETE PLACEMENT

- A. Provide materials necessary to ensure adequate protection of concrete during inclement weather before beginning installation of concrete.
 - B. Before beginning concrete placement, inspect formwork, reinforcing steel, and items to be embedded, verifying that all such work has been completed.
 - C. Moisten wood forms immediately before placing concrete in locations where form coatings are not used.
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- D. Provide runways for wheeled equipment to convey concrete. Do not support runways on reinforcing or wheel equipment directly over reinforcing.
 - E. Schedule continuous placement of concrete to prevent the formation of cold joints.
 - F. Provide construction joints if concrete for a particular element or component cannot be placed in a continuous operation.
 - G. Deposit concrete as close as possible to its final location, to avoid segregation.
 - H. Limit horizontal layers to depths which can be properly consolidated, but in no event greater than 24 inches.
 - I. Consolidate concrete by means of mechanical vibrators, inserted vertically in freshly placed concrete in a systematic pattern at close intervals. Penetrate previously placed concrete to ensure that separate concrete layers are knitted together.
 - J. Vibrate concrete sufficiently to achieve consistent consolidation without segregation of coarse aggregates.
 - K. Do not use vibrators to move concrete laterally.
 - L. Strike off and level concrete slab surfaces, using highway straightedges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.

FINISHING FORMED SURFACES

- A. Repair surface defects, including tie holes, immediately after removing formwork.
 - B. Remove honeycombed areas and other defective concrete down to sound concrete, cutting perpendicular to surface or slightly undercutting. Dampen patch location and area immediately surrounding it prior to applying bonding compound or patching mortar.
 - C. Before bonding compound has dried, apply patching mixture matching original concrete in materials and mix except for omission of coarse aggregate, and using a blend of white and normal portland cement as necessary to achieve color match. Consolidate thoroughly and strike off slightly higher than surrounding surface.
 - D. Unexposed Form Finish: Repair tie holes and patch defective areas. Rub down or chip off fins or other raised areas exceeding 1/4 inch height.
 - E. Exposed Form Finish:
 - 1. Repair and patch defective areas with fins or other projection completely removed and smoothed.
 - 2. Smooth Rubbed Finish: Apply to surfaces indicated no later than 24 hours after form removal. Wet concrete surfaces to be finished and rubbed with Carborundum brick or other abrasive until uniform color and texture are achieved. Do not apply separate grout mixture.
 - F. FINISHING SLABS
 - G. Finishing Operations:
 - 1. Do not directly apply water to slab surface or dust with cement.
 - 2. Screeding: Strikeoff to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
 - 3. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
 - 4. Do not perform subsequent finishing until excess moisture or bleed water has disappeared and concrete will support either foot pressure with less than 1/4-inch indentation or weight of power floats without damaging flatness.
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5. Final floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.
 6. Troweling: Trowel immediately following final floating. Apply first troweling with power trowel except in confined areas, and apply subsequent trowelings with hand trowels. Wait between trowelings to allow concrete to harden. Do not overtrowel. Begin final troweling when surface produces a ringing sound as trowel is moved over it. Consolidate concrete surface by final troweling operation. Completed surface shall be free of trowel marks, uniform in texture and appearance, and within surface tolerance specified.
 7. Grind smooth surface defects which would telegraph through final floor covering system.
- H. Finishes: Coordinate appearance and texture of required final finishes with the Engineer before application.
1. Broomed Float Finish: After floating and when water sheen has practically disappeared, apply uniform transverse corrugations approximately 1/16 inch deep, without tearing surface.
 2. Trowel Finish: As specified above.
- I. Slab Surface Tolerances:
1. Achieve flat, level planes except where grades are indicated. Slope uniformly to drains.
 2. Floated finishes: Depressions between high spots shall not exceed 5/16 inch under a 10-foot straightedge.
 3. Troweled finishes: Achieve level surface plane so that depressions between high spots shall not exceed 1/8 inch under a 10-foot straightedge.
- J. Slab Finish Schedule: Apply finishes in the following typical locations and as otherwise shown on the drawings:
1. Broomed float finish:
 - a. Sidewalks, exterior ramps and slabs.
 2. Trowel finish:
 - a. Exposed interior floors not otherwise scheduled.
 - b. Surfaces to receive resilient tile.
 - c. Surfaces to receive carpet.
- K. FINISHING POST TENSIONED FOUNDATION SLAB
- L. Slabs shall be screeded to bring the surface to the levels indicated on the drawings and sloped to drainage points where required. The concrete shall be further consolidated and leveled with a bull float.
- M. Surface water should not appear with a microsilica dense concrete mix. If it does, the microsilica dose and air content shall be rechecked and corrected.
- N. The finishing characteristics of microsilica dense concrete are different than other concrete. Concrete shall be floated as soon as it will support the weight of a man and a bull float. After floating, apply one manual or mechanical troweling.
- O. It is better under finish, limiting the operation to screeding, bull float, trowel and cure within one hour of placement.
- P. The use of a light fog mist to keep the air above the concrete surface at a high humidity is required during placing and finishing operations, until wet fabric is placed over the concrete.
- Q. Cure by water cure method for a minimum of seven days.

CONCRETE CURING AND PROTECTION

- A. Prevent premature drying of freshly placed concrete, and protect from excessively cold or hot temperatures until concrete has cured.

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- B. Provide curing of concrete by one of the methods listed and as appropriate to service conditions and type of applied finish in each case. Curing period shall be not less than 7 days for standard cements and mixes.
 - C. Evaporation retarder shall not take the place of curing compounds or water cure. It is used during finishing operations and during installation of wet covering.
 - D. Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
 - 1. Keep wet wooden or metal forms exposed to heat of the sun.
 - 2. If forms are removed prior to completion of curing process, continue curing by one of the applicable methods specified.
 - E. Water Cure: The surface of finished concrete shall be kept continuously wet for a minimum of seven days.
 - 1. Concrete surfaces shall be kept continuously wet by sprinkling or fogging with water and by a covering material thoroughly saturated with water and kept wet by intermittent hosing. Concrete shall be protected against freezing during the curing.
 - 2. Covering material shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period. Alternate cycles of wetting and drying shall not be permitted during the curing period.
 - 3. The use of a moisture retaining cover over burlap or a manufactured type of moisture retaining cover shall be permitted. Lap not less than 3 inches at edges and ends, and seal with waterproof tape or adhesive. Repair holes or tears during curing period with same tape or adhesive. Maintain covering in intimate contact with concrete surface. Secure to avoid displacement.
 - 4. Do not use plastic sheeting directly on surfaces which will be exposed to view when in service.
 - F. Compound Cure: Curing compounds shall be applied immediately following last finishing operations.
 - 1. Apply curing compound at rate stated by manufacturer to conform with moisture-retention requirements specified, using second, immediate application at right angles to first. Reapply if damaged by rain.
 - 2. Apply additional coat near substantial completion to act as sealer.
 - 3. Use curing compounds only in locations permitted or required. Do not apply to surfaces to receive other finishes, coatings, or coverings.
 - G. Hardening Compound: Apply to concrete after initial water cure and seasoning of the concrete as recommended by manufacturer. Apply two or more applications as recommended by manufacturer to achieve maximum hardness.
 - H. Avoid rapid drying at end of curing period.
 - I. During and following curing period, protect concrete from temperature changes of adjacent air in excess of 5 degrees F per hour and 50 degrees F per 24 hours. Progressively adjust protective measures to provide uniform temperature changes over entire concrete surface.

JOINT FILLER

- A. Concrete surfaces shall be fully cured (minimum 120 days).
 - B. Remove debris and clean per manufacturer.
 - C. Fill full depth of crack for proper load transfer.
 - D. Install in strict accordance with manufacturer's instructions.
 - E. REMOVAL OF FORMS AND SUPPORTS
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- F. Non-Load-Bearing Formwork: Provided that concrete has hardened sufficiently that it will not be damaged, forms not actually supporting weight of concrete or weight of soffit forms may be removed after concrete has cured at not less than 50 degrees F for 24 hours. Maintain curing and protection operations after form removal.

MISCELLANEOUS CONCRETE ITEMS

- A. Fill in holes and openings left in concrete structures for passage of work by other trades after such work is in place. Place such fill-in concrete to blend with existing construction, using same mix and curing methods.
- B. Provide machine and equipment bases and foundations, as indicated on drawings. Set anchor bolts at correct elevations, complying with diagrams or templates of equipment manufacturer. Misplaced or damaged anchor bolts will be subject to re-engineering fees.
- C. Provide concrete grout for reinforced masonry where indicated on drawings and as scheduled.
- D. Provide concrete fill for steel pair stairs and landings. Install welded wire fabric, 2x2 - 12x12 at 1/2" below finish surface.
- E. CONCRETE REPAIRS
- F. Patch tie holes, honeycomb, and other surface imperfections in accordance with ACI 301 and as directed by the Engineer.
- G. Defective concrete is defined as concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- H. Repair or replacement of defective concrete or surface imperfections shall be as determined by the Engineer.
- I. Do not patch, fill, touch-up, repair, or replace any concrete except upon specific approval of methods and materials by the Engineer for each individual area.

REMOVAL OF EXISTING CONCRETE

- A. Saw cut surfaces or drill holes at regular intervals sufficient to establish a fracture plane for removal by power tools.
- B. Salvage all existing reinforcing; do not cut away until specifically directed by the Architect/Engineer, or as shown on the Drawings.
- C. New work bonded to existing work:
1. Clean and roughen existing surface by sandblasting, waterblasting, scabber, or other approved method.
 2. Embed dowels and reinforcing as detailed on the Drawings.
 3. Coat surface with bonding agent applied in strict accordance with manufacturer's instructions.
- D. Existing work cut away for new work.
1. Saw cutting and removal shall continue to within 1/4" of the finished surface. The final 1/4" removal shall be completed by grinding to the final surface.
 2. Cut existing reinforcing bars 1/2" below the surface. Coat with anti-corrosion protective coating. Grout holes.
 3. Provide bond breaker where new concrete work is adjacent to existing work but structurally separate.
- E. QUALITY CONTROL TESTING DURING CONSTRUCTION
1. (Performed by Owner's Special Inspector)
- F. Composite Sampling, and Making and Curing of Specimens: ASTM C 172 and ASTM C 31.
1. Take samples at point of discharge.
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2. For pumped concrete, perform sampling and testing at the frequencies specified herein at point of delivery to pump, and perform additional sampling and testing at the same frequency at discharge from line. Results obtained at discharge from line shall be used for acceptance of concrete.
 - G. Slump: ASTM C 143. One test per batch. Modify sampling to comply with ASTM C 94.
 - H. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.
 - I. Air Content of Lightweight Concrete: ASTM C 173. One test per strength test performed on air-entrained concrete.
 - J. Air-Dry Weight of Lightweight Concrete: ASTM C 567. Determine fresh unit weight once per strength test and report approximate air-dry weight of concrete represented.
 - K. Concrete Temperature: One test per strength test.
 - L. Compressive Strength Tests: ASTM C 39.
 1. Mold and cure one set of 4 standard cylinders for each compressive strength test required.
 2. Obtain samples on a statistically sound, random basis, minimum frequency as follows:
 - a. One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
 - b. One set per 3500 square feet of slab or wall area or fraction thereof for each day's pour of each concrete class.
 - c. When the above testing frequency would provide fewer than 5 strength tests for a given class of concrete during the project, conduct testing from not less than 5 randomly selected batches, or from each batch if fewer than 5.
 3. Test Schedule:
 - a. Test one specimen per set at 7 days for information unless an earlier age is required.
 - b. Test two specimens per set for acceptance of strength potential; test at 28 days unless other age is specified. The test result shall be the average of the two specimens. If one specimen shows evidence of improper sampling, molding, or testing, the test result shall be the result of the remaining specimen.
 - c. Retain one specimen from each set for later testing, if required.
 4. Strength potential of as-delivered concrete will be considered acceptable if all of the following criteria are met:
 - a. No individual test result falls below specified compressive strength by more than 500 psi.
 - b. Not more than 10 percent of individual test results fall below specified compressive strength $f'(c)$.
 - c. Average of any 3 consecutive strength test results equals or exceeds specified compressive strength $f'(c)$.
 5. Testing for evaluation of field curing:
 - a. Frequency: One field set of specimens per strength acceptance test.
 - b. Mold specimens from same sample used for strength acceptance tests. Field-cure, and test at same age as for strength acceptance tests.
 - c. Evaluate construction and curing procedures and implement corrective action when strength results for field-cured specimens are less than 85 percent of test values for companion laboratory-cured specimens.
 - M. Test Results: Testing agency shall report test results in writing to Owner's Representative and contractor within 24 hours of test.
 1. Test reports shall contain the following data:
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PROJECT NAME, NUMBER, AND OTHER IDENTIFICATION.

- a. Name of concrete testing agency.
 - b. Date and time of sampling.
 - c. Concrete type and class.
 - d. Location of concrete batch in the completed work.
 - e. All information required by respective ASTM test methods.
2. Nondestructive testing devices such as impact hammer or sonoscope may be used at Owner's Representative option for assistance in determining probable concrete strength at various locations or for selecting areas to be cored, but such tests shall not be the sole basis for acceptance or rejection.
 3. The testing agency shall make additional tests of in-place concrete as directed by the Owner's Representative when test results indicate that specified strength and other concrete characteristics have not been attained.
 - a. Testing agency may conduct tests of cored cylinders complying with ASTM C 42, or tests as directed.
 - b. Cost of additional testing shall be borne by the Contractor when unacceptable concrete has been verified.

END OF SECTION 03 3000

**SECTION 07 9200
JOINT SEALANTS****PART 1 GENERAL****1.01 SUMMARY****1.02 SECTION INCLUDES:**

- A. Silicone joint sealants.
- B. Non-staining silicone joint sealants.
- C. Mildew-resistant joint sealants.
- D. Latex joint sealants.

1.03 ACTION SUBMITTALS**1.04 PRODUCT DATA: FOR EACH JOINT-SEALANT PRODUCT.****1.05 SAMPLES FOR INITIAL SELECTION: MANUFACTURER'S COLOR CHARTS CONSISTING OF STRIPS OF CURED SEALANTS SHOWING THE FULL RANGE OF COLORS AVAILABLE FOR EACH PRODUCT EXPOSED TO VIEW.****1.06 SAMPLES FOR VERIFICATION: FOR EACH KIND AND COLOR OF JOINT SEALANT REQUIRED, PROVIDE SAMPLES WITH JOINT SEALANTS IN 1/2-INCH- (13-MM-) WIDE JOINTS FORMED BETWEEN TWO 6-INCH- (150-MM-) LONG STRIPS OF MATERIAL MATCHING THE APPEARANCE OF EXPOSED SURFACES ADJACENT TO JOINT SEALANTS.****1.07 JOINT-SEALANT SCHEDULE: INCLUDE THE FOLLOWING INFORMATION:**

- A. Joint-sealant application, joint location, and designation.
- B. Joint-sealant manufacturer and product name.
- C. Joint-sealant formulation.
- D. Joint-sealant color.

1.08 INFORMATIONAL SUBMITTALS**1.09 QUALIFICATION DATA: FOR QUALIFIED TESTING AGENCY.****1.10 PRODUCT TEST REPORTS: FOR EACH KIND OF JOINT SEALANT, FOR TESTS PERFORMED BY A QUALIFIED TESTING AGENCY.****1.11 SEALANT, WATERPROOFING, AND RESTORATION INSTITUTE (SWRI) VALIDATION CERTIFICATE: FOR EACH SEALANT SPECIFIED TO BE VALIDATED BY SWRI'S SEALANT VALIDATION PROGRAM.****1.12 SAMPLE WARRANTIES: FOR SPECIAL WARRANTIES.****1.13 QUALITY ASSURANCE****1.14 INSTALLER QUALIFICATIONS: AN AUTHORIZED REPRESENTATIVE WHO IS TRAINED AND APPROVED BY MANUFACTURER.**

- A. Sealant and Waterproofing Specialist: Engage an experienced sealant and waterproofing firm to perform work of this Section. Firm shall have completed work similar to extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing sealants is insufficient experience for this work.
 - 1. Field Supervision: Sealant and waterproofing specialist firms shall maintain experienced full-time supervisors on Project site during times that sealant and waterproofing work is in progress.
- B. Provide a list of a minimum of 5 projects where sealant and waterproofing work was successfully installed

1.15 PRODUCT TESTING: TEST JOINT SEALANTS USING A QUALIFIED TESTING AGENCY.

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- B. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.16 MOCKUPS: INSTALL SEALANT IN MOCKUPS OF ASSEMBLIES SPECIFIED IN OTHER SECTIONS THAT ARE INDICATED TO RECEIVE JOINT SEALANTS SPECIFIED IN THIS SECTION. USE MATERIALS AND INSTALLATION METHODS SPECIFIED IN THIS SECTION.**1.17 FIELD CONDITIONS****1.18 DO NOT PROCEED WITH INSTALLATION OF JOINT SEALANTS UNDER THE FOLLOWING CONDITIONS:**

- A. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
- B. When joint substrates are wet.
- C. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
- D. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.19 WARRANTY**1.20 SPECIAL INSTALLER'S WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE JOINT SEALANTS THAT DO NOT COMPLY WITH PERFORMANCE AND OTHER REQUIREMENTS SPECIFIED IN THIS SECTION WITHIN SPECIFIED WARRANTY PERIOD.**

- A. Warranty Period: Two years from date of Substantial Completion.

1.21 SPECIAL MANUFACTURER'S WARRANTY: MANUFACTURER AGREES TO FURNISH JOINT SEALANTS TO REPAIR OR REPLACE THOSE JOINT SEALANTS THAT DO NOT COMPLY WITH PERFORMANCE AND OTHER REQUIREMENTS SPECIFIED IN THIS SECTION WITHIN SPECIFIED WARRANTY PERIOD.

- A. Warranty Period: 20 years from date of Substantial Completion.

PART 1 PRODUCTS**2.01 JOINT SEALANTS, GENERAL****2.02 COMPATIBILITY: PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES UNDER CONDITIONS OF SERVICE AND APPLICATION, AS DEMONSTRATED BY JOINT-SEALANT MANUFACTURER, BASED ON TESTING AND FIELD EXPERIENCE.****2.03 VOC CONTENT: SEALANTS AND SEALANT PRIMERS SHALL COMPLY WITH THE FOLLOWING:**

- A. Architectural sealants shall have a VOC content of 250 g/L or less.
 - B. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
 - C. Sealants and sealant primers for porous substrates shall have a VOC content of 775 g/L or less.
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2.04 COLORS OF EXPOSED JOINT SEALANTS: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.**2.05 SILICONE JOINT SEALANTS****2.06 SILICONE, S, NS, 50, NT: SINGLE-COMPONENT, NONSAG, PLUS 50 PERCENT AND MINUS 50 PERCENT MOVEMENT CAPABILITY, NONTRAFFIC-USE, NEUTRAL-CURING SILICONE JOINT SEALANT; ASTM C 920, TYPE S, GRADE NS, CLASS 50, USE NT.**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Dow Corning Corporation.
 - a. Product :791
 2. GE Construction Sealants; Momentive Performance Materials Inc.
 - a. Product: SCS2000 SillPruf
 3. Sika Corporation; Joint Sealants.
 - a. Product: Sikasill WS-295

2.07 NONSTAINING SILICONE JOINT SEALANTS**2.08 NONSTAINING JOINT SEALANTS: NO STAINING OF SUBSTRATES WHEN TESTED ACCORDING TO ASTM C 1248.****2.09 SILICONE, NONSTAINING, S, NS, 50, NT: NONSTAINING, SINGLE-COMPONENT, NONSAG, PLUS 50 PERCENT AND MINUS 50 PERCENT MOVEMENT CAPABILITY, NONTRAFFIC-USE, NEUTRAL-CURING SILICONE JOINT SEALANT; ASTM C 920, TYPE S, GRADE NS, CLASS 50, USE NT.**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Dow Corning Corporation.
 - a. Product :795
 2. GE Construction Sealants; Momentive Performance Materials Inc.
 - a. Product : Sillpruf NB
 3. Tremco Incorporated.
 4. Product : Spectrem 3

2.10 SILICONE, NONSTAINING, M, NS, 50, T, NT: NONSTAINING, MULTICOMPONENT, NONSAG, PLUS 50 PERCENT AND MINUS 50 PERCENT MOVEMENT CAPABILITY, NONTRAFFIC-USE, NEUTRAL-CURING SILICONE JOINT SEALANT; ASTM C 920, TYPE M, GRADE NS, CLASS 50, USE NT.

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. Tremco Incorporated.
 - a. Product : Tremco Spectrum 4-TS

2.11 MILDEW-RESISTANT JOINT SEALANTS**2.12 MILDEW-RESISTANT JOINT SEALANTS: FORMULATED FOR PROLONGED EXPOSURE TO HUMIDITY WITH FUNGICIDE TO PREVENT MOLD AND MILDEW GROWTH.****2.13 SILICONE, MILDEW RESISTANT, ACID CURING, S, NS, 25, NT: MILDEW-RESISTANT, SINGLE-COMPONENT, NONSAG, PLUS 25 PERCENT AND MINUS 25 PERCENT MOVEMENT CAPABILITY, NONTRAFFIC-USE, ACID-CURING SILICONE JOINT SEALANT; ASTM C 920, TYPE S, GRADE NS, CLASS 25, USE NT.**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Dow Corning Corporation.
 - a. Product :786-M
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2. GE Construction Sealants; Momentive Performance Materials Inc.
 - a. Product :Sanitary SCS1700
3. Tremco Incorporated.
 - a. Product :Tremsil 200

2.14 LATEX JOINT SEALANTS**2.15 ACRYLIC LATEX: ACRYLIC LATEX OR SILICONIZED ACRYLIC LATEX, ASTM C 834, TYPE OP, GRADE NF.**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Pecora Corporation.
 - a. Product: AC-20s
 2. Sherwin-Williams Company (The).
 - a. Product: Bolt Quick Dry.
 3. Tremco Incorporated.
 - a. Product: Tremflex 834

2.16 JOINT-SEALANT BACKING**2.17 SEALANT BACKING MATERIAL, GENERAL: NONSTAINING; COMPATIBLE WITH JOINT SUBSTRATES, SEALANTS, PRIMERS, AND OTHER JOINT FILLERS; AND APPROVED FOR APPLICATIONS INDICATED BY SEALANT MANUFACTURER BASED ON FIELD EXPERIENCE AND LABORATORY TESTING.**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. BASF Corporation; Construction Systems.
 2. Construction Foam Products; a division of Nomaco, Inc.

- 2.18 CYLINDRICAL SEALANT BACKINGS: ASTM C 1330, TYPE C (CLOSED-CELL MATERIAL WITH A SURFACE SKIN), AS APPROVED IN WRITING BY JOINT-SEALANT MANUFACTURER FOR JOINT APPLICATION INDICATED, AND OF SIZE AND DENSITY TO CONTROL SEALANT DEPTH AND OTHERWISE CONTRIBUTE TO PRODUCING OPTIMUM SEALANT PERFORMANCE.**
- 2.19 BOND-BREAKER TAPE: POLYETHYLENE TAPE OR OTHER PLASTIC TAPE RECOMMENDED BY SEALANT MANUFACTURER FOR PREVENTING SEALANT FROM ADHERING TO RIGID, INFLEXIBLE JOINT-FILLER MATERIALS OR JOINT SURFACES AT BACK OF JOINT. PROVIDE SELF-ADHESIVE TAPE WHERE APPLICABLE.**
- 2.20 MISCELLANEOUS MATERIALS**
- 2.21 PRIMER: MATERIAL RECOMMENDED BY JOINT-SEALANT MANUFACTURER WHERE REQUIRED FOR ADHESION OF SEALANT TO JOINT SUBSTRATES INDICATED, AS DETERMINED FROM PRECONSTRUCTION JOINT-SEALANT-SUBSTRATE TESTS AND FIELD TESTS.**
- 2.22 CLEANERS FOR NONPOROUS SURFACES: CHEMICAL CLEANERS ACCEPTABLE TO MANUFACTURERS OF SEALANTS AND SEALANT BACKING MATERIALS, FREE OF OILY RESIDUES OR OTHER SUBSTANCES CAPABLE OF STAINING OR HARMING JOINT SUBSTRATES AND ADJACENT NONPOROUS SURFACES IN ANY WAY, AND FORMULATED TO PROMOTE OPTIMUM ADHESION OF SEALANTS TO JOINT SUBSTRATES.**
- 2.23 MASKING TAPE: NONSTAINING, NONABSORBENT MATERIAL COMPATIBLE WITH JOINT SEALANTS AND SURFACES ADJACENT TO JOINTS.**

PART 1 EXECUTION

3.01 EXAMINATION

3.02 EXAMINE JOINTS INDICATED TO RECEIVE JOINT SEALANTS, WITH INSTALLER PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR JOINT CONFIGURATION, INSTALLATION TOLERANCES, AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK.

3.03 PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

3.04 PREPARATION

3.05 SURFACE CLEANING OF JOINTS: CLEAN OUT JOINTS IMMEDIATELY BEFORE INSTALLING JOINT SEALANTS TO COMPLY WITH JOINT-SEALANT MANUFACTURER'S WRITTEN INSTRUCTIONS AND THE FOLLOWING REQUIREMENTS:

- A. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - B. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - 1. Concrete.
 - 2. Masonry.
 - 3. Unglazed surfaces of ceramic tile.
 - 4. Exterior insulation and finish systems.
 - C. Remove laitance and form-release agents from concrete.
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- D. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
1. Metal.
 2. Glass.
 3. Porcelain enamel.
 4. Glazed surfaces of ceramic tile.
- 3.06 JOINT PRIMING: PRIME JOINT SUBSTRATES WHERE RECOMMENDED BY JOINT-SEALANT MANUFACTURER OR AS INDICATED BY PRECONSTRUCTION JOINT-SEALANT-SUBSTRATE TESTS OR PRIOR EXPERIENCE. APPLY PRIMER TO COMPLY WITH JOINT-SEALANT MANUFACTURER'S WRITTEN INSTRUCTIONS. CONFINE PRIMERS TO AREAS OF JOINT-SEALANT BOND; DO NOT ALLOW SPILLAGE OR MIGRATION ONTO ADJOINING SURFACES.**
- 3.07 MASKING TAPE: USE MASKING TAPE WHERE REQUIRED TO PREVENT CONTACT OF SEALANT OR PRIMER WITH ADJOINING SURFACES THAT OTHERWISE WOULD BE PERMANENTLY STAINED OR DAMAGED BY SUCH CONTACT OR BY CLEANING METHODS REQUIRED TO REMOVE SEALANT SMEARS. REMOVE TAPE IMMEDIATELY AFTER TOOLING WITHOUT DISTURBING JOINT SEAL.**
- 3.08 INSTALLATION OF JOINT SEALANTS**
- 3.09 GENERAL: COMPLY WITH JOINT-SEALANT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS FOR PRODUCTS AND APPLICATIONS INDICATED, UNLESS MORE STRINGENT REQUIREMENTS APPLY.**
- 3.10 SEALANT INSTALLATION STANDARD: COMPLY WITH RECOMMENDATIONS IN ASTM C 1193 FOR USE OF JOINT SEALANTS AS APPLICABLE TO MATERIALS, APPLICATIONS, AND CONDITIONS INDICATED.**
- 3.11 INSTALL SEALANT BACKINGS OF KIND INDICATED TO SUPPORT SEALANTS DURING APPLICATION AND AT POSITION REQUIRED TO PRODUCE CROSS-SECTIONAL SHAPES AND DEPTHS OF INSTALLED SEALANTS RELATIVE TO JOINT WIDTHS THAT ALLOW OPTIMUM SEALANT MOVEMENT CAPABILITY.**
- A. Do not leave gaps between ends of sealant backings.
 - B. Do not stretch, twist, puncture, or tear sealant backings.
 - C. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- 3.12 INSTALL BOND-BREAKER TAPE BEHIND SEALANTS WHERE SEALANT BACKINGS ARE NOT USED BETWEEN SEALANTS AND BACKS OF JOINTS.**
- 3.13 INSTALL SEALANTS USING PROVEN TECHNIQUES THAT COMPLY WITH THE FOLLOWING AND AT THE SAME TIME BACKINGS ARE INSTALLED:**
- A. Place sealants so they directly contact and fully wet joint substrates.
 - B. Completely fill recesses in each joint configuration.
 - C. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- 3.14 TOOLING OF NONSAG SEALANTS: IMMEDIATELY AFTER SEALANT APPLICATION AND BEFORE SKINNING OR CURING BEGINS, TOOL SEALANTS ACCORDING TO REQUIREMENTS SPECIFIED IN SUBPARAGRAPHS BELOW TO FORM SMOOTH, UNIFORM BEADS OF CONFIGURATION INDICATED; TO ELIMINATE AIR POCKETS; AND TO ENSURE CONTACT AND ADHESION OF SEALANT WITH SIDES OF JOINT.**
- A. Remove excess sealant from surfaces adjacent to joints.
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- B. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- C. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.15 CLEANING**3.16 CLEAN OFF EXCESS SEALANT OR SEALANT SMEARS ADJACENT TO JOINTS AS THE WORK PROGRESSES BY METHODS AND WITH CLEANING MATERIALS APPROVED IN WRITING BY MANUFACTURERS OF JOINT SEALANTS AND OF PRODUCTS IN WHICH JOINTS OCCUR.****3.17 PROTECTION****3.18 PROTECT JOINT SEALANTS DURING AND AFTER CURING PERIOD FROM CONTACT WITH CONTAMINATING SUBSTANCES AND FROM DAMAGE RESULTING FROM CONSTRUCTION OPERATIONS OR OTHER CAUSES SO SEALANTS ARE WITHOUT DETERIORATION OR DAMAGE AT TIME OF SUBSTANTIAL COMPLETION. IF, DESPITE SUCH PROTECTION, DAMAGE OR DETERIORATION OCCURS, CUT OUT, REMOVE, AND REPAIR DAMAGED OR DETERIORATED JOINT SEALANTS IMMEDIATELY SO INSTALLATIONS WITH REPAIRED AREAS ARE INDISTINGUISHABLE FROM ORIGINAL WORK.****3.19 JOINT-SEALANT SCHEDULE****3.20 JOINT-SEALANT APPLICATION: EXTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES.**

- A. Joint Locations:
 - 1. Construction joints in cast-in-place concrete.
 - 2. Joints between plant-precast architectural concrete units.
 - 3. Control and expansion joints in unit masonry.
 - 4. Joints in dimension stone cladding.
 - 5. Joints in glass unit masonry assemblies.
 - 6. Joints in exterior insulation and finish systems.
 - 7. Joints between metal panels.
 - 8. Joints between different materials listed above.
 - 9. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - 10. Control and expansion joints in ceilings, and other overhead surfaces.
 - 11. Other joints as indicated on Drawings.
- B. Joint Sealant: Silicone, S, NS, 50, NT.
- C. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

3.21 JOINT-SEALANT APPLICATION: EXTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES.

- A. Joint Locations:
 - 1. Construction joints in cast-in-place concrete.
 - 2. Joints between plant-precast architectural concrete units.
 - 3. Control and expansion joints in unit masonry.
 - 4. Joints in dimension stone cladding.
 - 5. Joints in glass unit masonry assemblies.
 - 6. Joints in exterior insulation and finish systems.
 - 7. Joints between metal panels.
 - 8. Joints between different materials listed above.
 - 9. Perimeter joints between materials listed above and frames of doors, windows and louvers.
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10. Control and expansion joints in ceilings and other overhead surfaces.
11. Other joints as indicated on Drawings.

B. Joint Sealant: Silicone, Non-staining, S, NS, 50, NT.

C. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

3.22 JOINT-SEALANT APPLICATION: EXTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL TRAFFIC AND NONTRAFFIC SURFACES.

A. Joint Locations:

1. Exterior and interior joints in Concrete Slabs and Sidewalk
2. Other joints as indicated on Drawings.

B. Joint Sealant: Silicone, non-staining, S, NS, 50, T, NT.

C. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

3.23 JOINT-SEALANT APPLICATION: INTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES NOT SUBJECT TO SIGNIFICANT MOVEMENT.

A. Joint Locations:

1. Control joints on exposed interior surfaces of exterior walls.
2. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
3. Other joints as indicated on Drawings.

B. Joint Sealant: Acrylic latex.

C. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

3.24 JOINT-SEALANT APPLICATION: MILDEW-RESISTANT INTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES.

A. Joint Locations:

1. Joints between plumbing fixtures and adjoining walls, floors, and counters.
2. Tile control and expansion joints where indicated.
3. Other joints as indicated on Drawings.

B. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.

C. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 07 9200

**SECTION 08 1213
HOLLOW METAL FRAMES****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Interior hollow-metal frames.

1.03 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.04 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each frame type.
 - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 3. Locations of reinforcement and preparations for hardware.
 - 4. Details of each different wall opening condition.
 - 5. Details of anchorages, joints, field splices, and connections.
 - 6. Details of accessories.
- C. Samples for Verification:
 - 1. Fabrication: Prepare Samples to demonstrate compliance with requirements for quality of materials and construction. Show profile, corner joint, floor and wall anchors, and silencers.
- D. Product Schedule: For hollow-metal frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.06 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of fire-rated hollow-metal frame assembly for tests performed by a qualified testing agency indicating compliance with performance requirements.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
 - 1. Provide additional protection to prevent damage to factory-finished units.
 - B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
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- C. Store hollow-metal frames vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Ceco Door.
- B. Curries Company.
- C. National Custom Hollow Metal Doors & Frames.

2.02 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.

2.03 STEEL FRAMES

- A. Construct hollow-metal frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Interior Frames: SDI A250.8, Level 2.
 - 1. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm) (nominal 16 gauge).
 - 2. Construction: Full profile welded.
 - 3. Exposed Finish: Shop primer and field painted. Color to be selected by Owner.

2.04 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 - 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).
 - 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

2.05 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
 - B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
 - C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
 - D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
 - E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
 - F. Glazing: Comply with requirements in Section 088000 "Glazing."
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2.06 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding.
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal frames for hardware.

2.07 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 EXECUTION**3.01 PREPARATION**

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.02 INSTALLATION

- A. General: Install hollow-metal frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions. Comply with SDI A250.11.
 - B. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
 - 1. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - 2. Install frames with removable stops located on secure side of opening.
 - C. Fire-Rated Openings: Install frames according to NFPA 80.
 - D. Floor Anchors: Secure with postinstalled expansion anchors.
 - E. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - F. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - 1. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
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2. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
3. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
4. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

3.03 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 08 1213

**SECTION 08 1416
FLUSH WOOD DOORS****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

1.02 DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.03 SUMMARY**1.04 SECTION INCLUDES:**

- A. Solid-core doors with wood-veneer faces.
- B. Factory finishing flush wood doors.
- C. Factory fitting flush wood doors to frames and factory machining for hardware.

1.05 ACTION SUBMITTALS

1.06 PRODUCT DATA: FOR EACH TYPE OF DOOR. INCLUDE DETAILS OF CORE AND EDGE CONSTRUCTION AND TRIM FOR OPENINGS. INCLUDE FACTORY-FINISHING SPECIFICATIONS.

1.07 SHOP DRAWINGS: INDICATE LOCATION, SIZE, AND HAND OF EACH DOOR; ELEVATION OF EACH KIND OF DOOR; CONSTRUCTION DETAILS NOT COVERED IN PRODUCT DATA; AND THE FOLLOWING:

- A. Dimensions and locations of blocking.
- B. Dimensions and locations of mortises and holes for hardware.
- C. Dimensions and locations of cutouts.
- D. Undercuts.
- E. Requirements for veneer matching.
- F. Doors to be factory finished and finish requirements.
- G. Fire-protection ratings for fire-rated doors.

1.08 SAMPLES FOR INITIAL SELECTION: FOR FACTORY-FINISHED DOORS.

1.09 SAMPLES FOR VERIFICATION:

- A. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.

1.10 INFORMATIONAL SUBMITTALS**1.11 SAMPLE WARRANTY: FOR SPECIAL WARRANTY.****1.12 DELIVERY, STORAGE, AND HANDLING****1.13 COMPLY WITH REQUIREMENTS OF REFERENCED STANDARD AND MANUFACTURER'S WRITTEN INSTRUCTIONS.****1.14 PACKAGE DOORS INDIVIDUALLY IN PLASTIC BAGS OR CARDBOARD CARTONS.****1.15 MARK EACH DOOR ON BOTTOM RAIL WITH OPENING NUMBER USED ON SHOP DRAWINGS.****1.16 FIELD CONDITIONS****1.17 ENVIRONMENTAL LIMITATIONS: DO NOT DELIVER OR INSTALL DOORS UNTIL SPACES ARE ENCLOSED AND WEATHERTIGHT, WET WORK IN SPACES IS COMPLETE AND DRY, AND HVAC SYSTEM IS OPERATING AND MAINTAINING TEMPERATURE BETWEEN 60 AND 90 DEG F (16 AND 32 DEG C) AND RELATIVE HUMIDITY BETWEEN 25 AND 55 PERCENT DURING REMAINDER OF CONSTRUCTION PERIOD.****1.18 WARRANTY****1.19 A. SPECIAL WARRANTY: MANUFACTURER AGREES TO REPAIR OR REPLACE DOORS THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.**

- A. Failures include, but are not limited to, the following:
 - 1. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
 - 2. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
- B. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
- C. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 PRODUCTS**2.01 MANUFACTURERS****2.02 MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING:**

- A. Algoma Hardwoods, Inc.
- B. Eggers Industries.
- C. Marshfield Door Systems, Inc. Signature Series – Basis of Design

2.03 FLUSH WOOD DOORS, GENERAL**2.04 QUALITY STANDARD: IN ADDITION TO REQUIREMENTS SPECIFIED, COMPLY WITH WDMA I.S.1-A, "ARCHITECTURAL WOOD FLUSH DOORS."****2.05 WDMA I.S.1-A PERFORMANCE GRADE: EXTRA HEAVY DUTY.****2.06 FIRE-RATED WOOD DOORS: DOORS COMPLYING WITH NFPA 80 THAT ARE LISTED AND LABELED BY A QUALIFIED TESTING AGENCY, FOR FIRE-PROTECTION RATINGS INDICATED, BASED ON TESTING AT POSITIVE PRESSURE ACCORDING TO NFPA 252 OR UL 10C.**

- A. Cores: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
 - B. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.
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2.07 SMOKE- AND DRAFT-CONTROL DOOR ASSEMBLIES: LISTED AND LABELED FOR SMOKE AND DRAFT CONTROL, BASED ON TESTING ACCORDING TO UL 1784.**2.08 PARTICLEBOARD-CORE DOORS:**

- A. Particleboard: ANSI A208.1, Grade LD-2.

2.09 MINERAL-CORE DOORS:

- A. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
- B. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
- C. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.
 - 1. Screw-Holding Capability: 475 lbf (2110 N) per WDMA T.M.-10.

2.10 VENEER-FACED DOORS FOR TRANSPARENT FINISH**2.11 INTERIOR SOLID-CORE DOORS:**

- A. Grade: Premium, with Grade A faces.
- B. Species: Select white maple.
- C. Cut: Plain sliced (flat sliced).
- D. Match between Veneer Leaves: Book match.
- E. Assembly of Veneer Leaves on Door Faces: Center-balance match.
- F. Exposed Vertical Edges: Same species as faces - edge Type A.
- G. Core: Particleboard or mineral core as needed to provide fire-protection rating indicated.
- H. Construction: Five plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.

2.12 FABRICATION**2.13 FACTORY FIT DOORS TO SUIT FRAME-OPENING SIZES INDICATED. COMPLY WITH CLEARANCE REQUIREMENTS OF REFERENCED QUALITY STANDARD FOR FITTING UNLESS OTHERWISE INDICATED.**

- A. Comply with NFPA 80 requirements for fire-rated doors.

2.14 FACTORY MACHINE DOORS FOR HARDWARE THAT IS NOT SURFACE APPLIED. LOCATE HARDWARE TO COMPLY WITH DHI-WDHS-3. COMPLY WITH FINAL HARDWARE SCHEDULES, DOOR FRAME SHOP DRAWINGS, BHMA-156.115-W, AND HARDWARE TEMPLATES.

- A. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.

2.15 FACTORY FINISHING**2.16 GENERAL: COMPLY WITH REFERENCED QUALITY STANDARD FOR FACTORY FINISHING. COMPLETE FABRICATION, INCLUDING FITTING DOORS FOR OPENINGS AND MACHINING FOR HARDWARE THAT IS NOT SURFACE APPLIED, BEFORE FINISHING.**

- A. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.

2.17 FACTORY FINISH DOORS.**2.18 TRANSPARENT FINISH:**

- A. Grade: Premium.
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- B. Finish: WDMA TR-6 catalyzed polyurethane.
- C. Staining and Sheen: To be selected by architect from manufacturer's
- D. full range of finishes.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 EXAMINE DOORS AND INSTALLED DOOR FRAMES, WITH INSTALLER PRESENT, BEFORE HANGING DOORS.

- A. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
- B. Reject doors with defects.

3.03 PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

3.04 INSTALLATION

3.05 HARDWARE: FOR INSTALLATION, SEE SECTION 087100 "DOOR HARDWARE."

3.06 INSTALLATION INSTRUCTIONS: INSTALL DOORS TO COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND REFERENCED QUALITY STANDARD, AND AS INDICATED.

- A. Install fire-rated doors according to NFPA 80.
- B. Install smoke- and draft-control doors according to NFPA 105.

3.07 JOB-FITTED DOORS: ALIGN AND FIT DOORS IN FRAMES WITH UNIFORM CLEARANCES AND BEVELS AS INDICATED BELOW; DO NOT TRIM STILES AND RAILS IN EXCESS OF LIMITS SET BY MANUFACTURER OR PERMITTED FOR FIRE-RATED DOORS. MACHINE DOORS FOR HARDWARE. SEAL EDGES OF DOORS, EDGES OF CUTOUTS, AND MORTISES AFTER FITTING AND MACHINING.

- A. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
 - 1. Comply with NFPA 80 for fire-rated doors.
 - 2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
- B. Bevel fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock edge; trim stiles and rails only to extent permitted by labeling agency.

3.08 FACTORY-FITTED DOORS: ALIGN IN FRAMES FOR UNIFORM CLEARANCE AT EACH EDGE.

3.09 FACTORY-FINISHED DOORS: RESTORE FINISH BEFORE INSTALLATION IF FITTING OR MACHINING IS REQUIRED AT PROJECT SITE.

3.10 ADJUSTING

3.11 OPERATION: REHANG OR REPLACE DOORS THAT DO NOT SWING OR OPERATE FREELY.

3.12 FINISHED DOORS: REPLACE DOORS THAT ARE DAMAGED OR THAT DO NOT COMPLY WITH REQUIREMENTS. DOORS MAY BE REPAIRED OR REFINISHED IF WORK COMPLIES WITH REQUIREMENTS AND SHOWS NO EVIDENCE OF REPAIR OR REFINISHING.

END OF SECTION 08 1416

**SECTION 08 71 00
DOOR HARDWARE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes:
 - 1. Mechanical door hardware for:
 - a. Swinging doors.

1.03 REFERENCES

- A. UL - Underwriters Laboratories
 - 1. UL 10B - Fire Test of Door Assemblies
 - 2. UL 10C - Positive Pressure Test of Fire Door Assemblies
 - 3. UL 1784 - Air Leakage Tests of Door Assemblies
 - 4. UL 305 - Panic Hardware
- B. DHI - Door and Hardware Institute
 - 1. Sequence and Format for the Hardware Schedule
 - 2. Recommended Locations for Builders Hardware
 - 3. Key Systems and Nomenclature
- C. ANSI - American National Standards Institute
 - 1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
- D. Comply with New York State Education Department 1998 Edition of the Manual of Planning Standards Section S105-Door Hardware and NFPA 101-Life Safety Code.

1.04 SUBMITTALS

- A. General:
 - 1. Submit in accordance with Division 01 requirements.
 - 2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
- B. Action Submittals:
 - 1. Product Data: For each item of hardware indicated furnish manufacturer's catalog sheets highlighting information pertaining specifically to product (s) submitted. Include manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

2. Samples for Verification: Submit production sample of each type of exposed hardware unit in finish indicated, and tagged with full description for coordination with schedule if requested.
 3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:
 - a. Door and frame sizes, materials and door swings.
 - b. Door Index; include door number, heading number, and Architects hardware set number.
 - c. Opening Lock Function Spreadsheet: List locking device and function for each opening.
 - d. Type, style, function, size, and finish of each hardware item.
 - e. Name and manufacturer of each item.
 - f. Fastenings and other pertinent information.
 - g. Location of each hardware set cross-referenced to indications on Drawings, i.e., Corridor to Classroom
 - h. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - i. Mounting locations for hardware.
 - j. Name and phone number for local manufacturer's representative for each product.
 - k. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work that is critical in Project construction schedule.
 4. Key Schedule:
 - a. After Keying Conference, provide keying schedule listing levels of keying as well as explanation of key system's function, key symbols used and door numbers controlled.
 - b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
 - c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
 - d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
 - e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
 - 1) Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
 - f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.
 5. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory prepared for door hardware installation.
- C. Informational Submittals:
1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
 2. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 3. Certificates of Compliance:

- a. UL listings for fire-rated hardware and installation instructions if requested by Architect or Authority Having Jurisdiction.
 4. Warranty: Special warranty specified in this Section.
- D. Closeout Submittals:
1. Operations and Maintenance Data : Provide in accordance with Division 01 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
 - e. Final approved hardware schedule, edited to reflect conditions as-installed.
 - f. Final keying schedule
 - g. Copies of floor plans with keying nomenclature
 - h. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.05 QUALITY ASSURANCE

- A. Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
 1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- B. Installer Qualifications: Qualified tradesmen, skilled in application of commercial grade hardware with record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.
- C. Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
 2. Can provide installation and technical data to Architect and other related subcontractors.
 3. Can inspect and verify components are in working order upon completion of installation.
 4. Capable of producing wiring diagrams.
 5. Capable of coordinating installation of electrified hardware with Architect and electrical engineers.
- D. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.
 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated.
 2. Manufacturers that perform electrical modifications and that are listed by testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- E. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

- F. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
 - 1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.
- G. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.
- H. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release latch. Locks do not require use of key, tool, or special knowledge for operation.
- I. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.
- J. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01.
 - 1. Attendees: Owner, Contractor, Architect, Installer, and Supplier's Architectural Hardware Consultant.
 - 2. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.
 - d. Requirements for access control.
 - e. Address for delivery of keys.
- K. Pre-installation Conference: Conduct conference at Project site
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Inspect and discuss preparatory work performed by other trades.
 - 3. Review required testing, inspecting, and certifying procedures.
- L. Coordination Conferences:
 - 1. Installation Coordination Conference: After delivery of, but before installation of the hardware, the General Contractor/Construction Manager shall coordinate and schedule a hardware installation seminar. The seminar will be conducted on the installation of locksets, door closers, exit devices, overhead stops and electromechanical or electromagnetic hardware. The manufacturer's representative for each of the above product categories shall conduct the meeting. The seminar shall be conducted at the job site with installers of hardware on wood, hollow metal and aluminum doors (including any installer working with low voltage wiring on electromechanical hardware) in attendance. Seminar will provide training for installation using installation instructions, hardware schedules, templates and physical product samples.
 - a. After meeting, provide letter of compliance to Architect, indicating when meeting was held and who was in attendance.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.

- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
 - 1. Deliver each article of hardware in manufacturer's original packaging.
- C. Project Conditions:
 - 1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
 - 2. Provide secure lock-up for door hardware delivered to Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- D. Protection and Damage:
 - 1. Promptly replace products damaged during shipping.
 - 2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
 - 3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- E. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.07 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. No concession on the quality of material or quality of application shall be allowed due to non-timely procurement of hardware.
- E. Direct shipments not permitted, unless approved by Contractor.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Years from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - 1) Mechanical: 30 years for LCN 4000 series
 - b. Locksets:
 - 1) Mechanical: 10 years for Schlage ND series
 - 2) Mechanical: 3 years for Schlage L9000 series
 - c. Key Blanks: Lifetime

1.09 MAINTENANCE

- A. Maintenance Tools:
 - 1. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Requests for material substitution of manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category must be submitted to the Architect, Owner, and/or Owner's Agent 10 days prior to bid date. Requests for substitution are to be submitted in writing and are to be accompanied by physical samples. Requests for substitution shall contain written certification from factory that proposed items meet all performance criteria delineated in this document.
- B. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- C. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

- A. Fasteners
 - 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 - 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
 - 3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
 - 4. Install hardware with fasteners provided by hardware manufacturer.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 - 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.03 CONTINUOUS HINGES

- A. Manufacturers and Products:
 - 1. Scheduled Manufacturer and Product: Ives
 - 2. Acceptable Manufacturers and Products: Roton, Select

- B. Continuous hinges: BHMA A156.26; minimum 0.120-inch- thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.
- C. Continuous, gear-type hinges: extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.

2.04 HINGES

- A. Manufacturers and Products:
 - 1. Scheduled Manufacturer and Product: Ives 5BB1HW series
 - 2. Acceptable Manufacturers and Products: Stanley FBB168 series
- B. Requirements:
 - 1. Provide five-knuckle, bearing hinges conforming to ANSI/BHMA A156.1.
 - 2. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
 - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
 - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
 - 3. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
 - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
 - 4. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
 - 5. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
 - 6. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
 - 7. Width of hinges: 4-1/2 inches (114 mm) at 1-3/4 inch (44 mm) thick doors, and 5 inches (127 mm) at 2 inches (51 mm) or thicker doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.
 - 8. Provide hinges with electrified options as scheduled in the hardware sets. Provide with sufficient number and wire gage to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component.
 - 9. Provide mortar guard for each electrified hinge specified.

2.05 EXIT DEVICES AND AUXILIARY ITEMS

- A. Scheduled Manufacturer and Product: Von Duprin 99 Series (No Substitution)
- B. Exit devices and auxiliary items: BHMA A156.3, Grade 1
- C. Requirements:
 - 1. All exposed finishes to be Dull Chrome.
 - 2. Lever handle trim to be heavy duty vandal resistance to match lock trim.
 - 3. Keyed cylinder dogging at all non-rated exterior door devices unless otherwise noted.
 - 4. Provide shim kits as required for door lites.

2.06 MORTISE LOCKS

- A. Manufacturers and Products:
 - 1. Scheduled Manufacturer and Product: Schlage L9000 series
 - 2. Acceptable Manufacturers and Products: Corbin Russwin ML2000 Series
- B. Requirements:
 - 1. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1 Operational, Grade 1 Security, and manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance. Provide lock case that is multi-function and field reversible for handing without opening case. Cylinders: Refer to "KEYING" article, herein.
 - 2. Indicators: Where specified, provide indicator window measuring a minimum 2 inch x 1/2 inch with 180 degree visibility. Provide messages color-coded with full text and/or symbols, as scheduled, for easy visibility.
 - a. Occupied Indicator: Provide indicator above cylinder for visibility while operating the lock that identifies the trim as occupied/unoccupied status of the door. Indicator in unoccupied state has a white background with black text and icon. Indicator in the occupied state has a red background with white text and icon.
 - 3. Provide locks with standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1 inch (25 mm) throw, constructed of stainless steel.
 - 4. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
 - 5. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.
 - a. Lever Design: Schlage 03A.
 - b. Tactile Warning (Knurling): Where required by authority having jurisdiction. Provide on levers on exterior (secure side) of doors serving rooms considered to be hazardous.

2.07 MECHANICAL LOCKS AND LATCHES

- A. Manufacturers and Products: Schlage ND Series TLR (No Substitution)
- B. Bored locks BHMA A156.2; Grade 1: Series 4000
- C. Lock functions: as indicated in door hardware schedule.
- D. Lock throw: comply with testing requirements for length of bolts required for labeled fire doors and as follows:
 - 1. Bored Locks: minimum 1/2-inch latchbolt throw
 - 2. Mortise locks: minimum of 3/4-inch latchbolt throw
- E. Lock backset: 2-3/4 inches, unless otherwise indicated
- F. Lock trim:
 - 1. Description: as indicated in door hardware schedule
 - 2. Levers: Zinc alloy
 - 3. Escutcheons (Roses): wrought

- G. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

2.08 CYLINDERS

- A. Manufacturers:
 - 1. Scheduled Manufacturer: Schlage (No Substitution)
- B. Requirements:
 - 1. Provide interchangeable cylinders/cores to match Owner's existing Schlage key system, compliant with ANSI/BHMA A156.5; latest revision, Section 12, Grade 1; permanent cylinders; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.

2.09 KEYING

- A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Provide permanent cores keyed into Owner's existing factory registered Schlage master keying system in Everest D/T and Everest Primus, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- C. Requirements:
 - 1. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements shall be cause for replacement of cores involved at no additional cost to Owner.
 - 2. Provide keys with the following features:
 - a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 - 3. Identification:
 - a. Stamp permanent cores (in a concealed location) with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification.
 - b. Identification stamping provisions must be approved by the Architect and Owner.
 - c. Stamp keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection. Blind code marks shall not include actual key cuts.
 - d. Failure to comply with stamping requirements shall be cause for replacement of keys involved at no additional cost to Owner.
 - e. Forward permanent cores to Owner, separately from keys, by means as directed by Owner.
 - 4. Quantity: Furnish in the following quantities.
 - a. Change Keys: 3 per cylinder/core.
 - b. Permanent Control Keys: 3.
 - c. Master Keys: 6.

2.10 DOOR CLOSERS

- A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: LCN 4010/4110 series (No Substitution)
- B. Requirements:
1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. Stamp units with date of manufacture code.
 2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
 3. Cylinder Body: 1-1/2 inch (38 mm) diameter, with 5/8 inch (16 mm) diameter double heat-treated pinion journal.
 4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
 5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
 6. Hydraulic Regulation: By tamper-proof, non-critical valves with separate adjustment for latch speed, general speed, and backcheck.
 7. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
 8. Covers: Metal
 9. Pressure Relief Valve (PRV) Technology: Not permitted.
 10. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
 11. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.11 PROTECTION PLATES

- A. Manufacturers:
1. Scheduled Manufacturer: Ives
 2. Acceptable Manufacturers: Rockwood
- B. Requirements:
1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled with countersunk screw holes. Furnish with sheet metal or wood screws, finished to match plates.
 2. Sizes of plates:
 - a. Kick Plates: 10 inches (254 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs
 - b. Mop Plates: 4 inches (102 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs
 - c. Armor Plates: 36 inches (914 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs

2.12 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

- A. Manufacturers:
1. Scheduled Manufacturers: Glynn-Johnson
 2. Acceptable Manufacturers: Rixson, Sargent
- B. Requirements:
1. Provide heavy duty concealed mounted overhead stop or holder as specified for exterior and interior vestibule single acting doors.

2. Provide heavy duty concealed mounted overhead stop or holder as specified for double acting doors.
3. Provide heavy or medium duty and concealed or surface mounted overhead stop or holder for interior doors as specified. Provide medium duty surface mounted overhead stop for interior doors and at any door that swings more than 140 degrees before striking wall, open against equipment, casework, sidelights, and where conditions do not allow wall stop or floor stop presents tripping hazard.
4. Where overhead holders are specified provide friction type at doors without closer and positive type at doors with closer.

2.13 DOOR STOPS AND HOLDERS

- A. Manufacturers:
 1. Scheduled Manufacturer: Ives
 2. Acceptable Manufacturers: Rockwood
- B. Provide door stops at each door leaf:
 1. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
 2. Where a wall stop cannot be used, provide universal floor stops for low or high rise options.
 3. Where wall or floor stop cannot be used, provide medium duty surface mounted overhead stop.

2.14 GASKETING

- A. Manufacturers:
 1. Scheduled Manufacturer: Zero International
 2. Acceptable Manufacturers: National Guard, Reese
- B. Requirements:
 1. Provide gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.

2.15 FINISHES

- A. Finish: BHMA 626/652 (US26D); except:
 1. Hinges at Exterior Doors: BHMA 630 (US32D)
 2. Protection Plates: BHMA 630 (US32D)
 3. Overhead Stops and Holders: BHMA 630 (US32D)
 4. Door Closers: Powder Coat to Match
 5. Wall Stops: BHMA 630 (US32D)
 6. Weatherstripping: Clear Anodized Aluminum
 7. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Existing Door and Frame Compatibility: Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
- C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Where on-site modification of doors and frames is required:
 - 1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
 - 2. Field modify and prepare existing door and frame for new hardware being installed.
 - 3. When modifications are exposed to view, use concealed fasteners, when possible.
 - 4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:
 - a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
 - b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
 - c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.03 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- G. Lock Cylinders:
 - 1. Furnish permanent cores to Owner for installation.
- H. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
- I. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Closers shall not be visible in corridors, lobbies and other public spaces unless approved by Architect.
- J. Closer/holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- K. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- L. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

3.04 FIELD QUALITY CONTROL

- A. The manufacturer's representative(s) for the locking devices and closing devices shall inspect and approve the installation of the products whose manufacturer they represent. Incorrectly installed hardware must be reported to the Architect before preparation of the final punch list.

3.05 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.06 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.

- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DEMONSTRATION

- A. Provide training for Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.08 DOOR HARDWARE SCHEDULE

- A. Hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.
- B. GC to confirm the salvage of all removed hardware with the Owner prior to disposal. Turn over to Owner any hardware items identified for salvage and dispose of the balance.
- C. Hardware Codes:

| | | |
|-----|-------|---|
| 102 | 3 ea. | hinges 5BB1HW 4-1/2 x 4-1/2 US26D |
| 200 | 1 ea. | closer (pull side) 4011 MC AL x TB |
| 402 | 1 ea. | lockset (storeroom) ND80TD TLR 626 |
| | | |
| 505 | 1 ea. | overhead surface stop GJ90S Series US32D |
| 600 | 1 ea. | kick plate 8400 - 10"H x 2"LDW .050 B4E CSK US32D |
| 700 | 1 ea. | smoke seal S44C (Clear) @ H&J |

D. Hardware Sets (Doors/Codes):

| | |
|------------------------------|-------------------------|
| ANNE M. DORMER MIDDLE SCHOOL | |
| <u>SET 1</u> | |
| 1 | 102-200-402-505-600-700 |
| | |

END OF SECTION 08 7100

**SECTION 08 8110
FIRE-RATED GLASS****PART 1 GENERAL****1.01 SUMMARY**

- A. Section Includes:
1. Fire-rated glazing materials installed as vision lights in fire-rated doors.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM E2074-00: Standard Test Method for Fire Tests of Door Assemblies, Including Positive Pressure Testing of Side-Hinged and Pivoted Swinging Door Assemblies.
 2. ASTM E2010-01: Standard Test Method for Positive Pressure Fire Tests of Window Assemblies.
- B. American National Standards Institute (ANSI):
1. ANSI Z97.1: Standard for Safety Glazing Materials Used in Buildings
- C. Consumer Product Safety Commission (CPSC):
1. CPSC 16 CFR 1201: Safety Standard for Architectural Glazing Materials
- D. Glass Association of North America (GANA):
1. GANA – Glazing Manual.
 2. FGMA – Sealant Manual.
- E. National Fire Protection Association (NFPA):
1. NFPA 80: Fire Doors and Windows.
 2. NFPA 252 – Fire Tests of Door Assemblies.
 3. NFPA 257 – Fire Tests of Window Assemblies.
- F. Underwriters Laboratories, Inc. (UL):
1. UL 9 – Fire Tests of Window Assemblies.
 2. UL 10B – Fire Tests of Door Assemblies.
 3. UL 10C – Positive Pressure Fire Tests of Door Assemblies.

1.03 PERFORMANCE REQUIREMENTS

- A. Fire-rated glass ceramic clear and wireless glazing material with surface-applied film listed for use in impact safety-rated locations such as doors, transoms and borrowed lites with fire rating requirements ranging from 20 minutes to 3 hours with required hose stream test.

1.04 SUBMITTALS

- A. Product data: Submit manufacturer's technical data for each glazing material required, including installation and maintenance instructions.
- B. Certificates of compliance from glass and glazing materials manufacturers attesting that glass and glazing materials furnished for project comply with requirements. Separate certification will not be required for glazing materials bearing manufacturer's permanent label designating type and thickness of glass, provided labels represent a quality control program involving a recognized certification agency or independent testing laboratory acceptable to authority having jurisdiction.
- C. Product Test Listings: From UL indicating fire-rated glass complies with requirements, based on comprehensive testing of current product.
- D. Samples: Submit, for verification purposes, two 8-inch by 10-inch samples for each type of glass indicated.
-

1.05 QUALITY ASSURANCE

- A. Glazing Standards: FGMA Glazing Manual and Sealant Manual.
- B. Fire Protective Rated Glass: Each lite shall bear permanent, nonremovable label of UL certifying it for use in tested and rated fire protective assemblies.
- C. Fire Protective Glazing Products for Door Assemblies: Products identical to those tested per ASTM E 152, labeled and listed by UL or other certification agency acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials per manufacturer's written instructions.
- B. Deliver materials to specified destination in manufacturer's or distributor's packaging, undamaged, complete with installation instructions.
- C. Store off ground, under cover, protected from weather and construction activities.

1.07 WARRANTY

- A. Provide manufacturer's warranty.
- B. Warranty Period: Three years from date of Substantial Completion.

PART 2 PRODUCTS**2.01 FIRE-RATED GLAZING MATERIALS**

- A. Product: FireLite® NT as supplied by Technical Glass Products, 8107 Bracken Place SE, Snoqualmie, WA 98065, voice 1-800-426-0279, fax 1-800-451-9857, e-mail sales@fireglass.com, web site www.fireglass.com , or equivalent.
- B. Properties:
 - 1. Thickness: 3/16 inch FireLite®.
 - 2. Film: Fire-rated surface film as approved by manufacturer.
 - 3. Weight: 2.4 lbs./sq. ft.
 - 4. Approximate Visible Transmission: 88 percent.
 - 5. Approximate Visible Reflection: 9 percent.
 - 6. Hardness (Vicker's Scale): 700.
 - 7. Fire-rating: 20 minutes to 3 hours for doors; 20 minutes to 90 minutes for other applications.
 - 8. Impact Safety Resistance: ANSI Z97.1 and CPSC 16CFR1201 (Category II).
 - 9. Positive Pressure Test: UL 10C, UBC 7-2 and 7-4; passes.
 - 10. Surface Finish:
 - a. Premium Grade-Ground and polished on both sides.
- C. Maximum sheet sizes based on surface finish:
 - 1. Premium: 48 inches by 96 inches.
- D. Labeling: Permanently label each piece of FireLite® NT with the FireLite® logo, UL logo and fire rating.
- E. Fire Rating: Fire rating listed and labeled by UL for fire rating scheduled at opening locations on drawings, when tested in accordance with ASTM E2074-00 and ASTM E2010-01; NPFA 252 and NFPA 257; UL 9, UL 10B and UL 10C.

2.02 GLAZING COMPOUND FOR FIRE-RATED GLAZING MATERIALS

- A. Glazing Tape: Closed cell polyvinyl chloride (PVC) foam, coiled on release paper over adhesive on two sides, maximum water absorption by volume of 2 percent. Glass panels that exceed 1,393 sq. inches for 90-minute ratings must be glazed with fire-rated glazing tape supplied by manufacturer.
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- B. Glazing Compound: DAP 33 putty.
 - C. Silicone Sealant: One-part neutral curing silicone, medium modulus sealant, Type S; Grade NS; Class 25 with additional movement capability of 50 percent in both extension and compression (total 100 percent); Use (Exposure) NT; Uses (Substrates) G, A, and O as applicable. Available Products:
 - 1. Dow Corning 795 - Dow Corning Corp.
 - 2. Silglaze-II 2800 - General Electric Co.
 - 3. Spectrem 2 - Tremco Inc.
 - D. Setting Blocks: Neoprene, EPDM, or silicone; tested for compatibility with glazing compound; of 70 to 90 Shore A hardness.
 - E. Cleaners, Primers, and Sealers: Type recommended by manufacturer of glass and gaskets.

2.03 FABRICATION

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with recommendations of product manufacturer and referenced glazing standard as required to comply with system performance requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine glass framing, with glazier present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, offsets at corners.
 - 2. Minimum required face or edge clearances.
 - 3. Observable edge damage or face imperfections.
- B. Do not proceed with glazing until unsatisfactory conditions have been corrected.
- C. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings that are not firmly bonded to substrates.

3.02 INSTALLATION (GLAZING)

- A. Comply with referenced FGMA standards and instructions of manufacturers of glass, glazing sealants, and glazing compounds.
 - B. Protect glass from edge damage during handling and installation. Inspect glass during installation and discard pieces with edge damage that could affect glass performance.
 - C. Set units of glass in each series with uniformity of pattern, draw, bow, and similar characteristics.
 - D. Cut glazing tape to length and set against permanent stops, flush with sight lines to fit openings exactly, with stretch allowance during installation.
 - E. Place setting blocks located at quarter points of glass with edge block no more than 6 inches from corners.
 - F. Glaze vertically into labeled fire-rated metal frames or partition walls with same fire rating as glass and push against tape for full contact at perimeter of pane or unit.
 - G. Place glazing tape on free perimeter of glazing in same manner described above.
 - H. Install removable stop and secure without displacement of tape.
 - I. Use specified glazing compound, without adulteration; bed glazing material in glazing compound; entirely fill all recess and spaces. Provide visible glazing compound with smooth and straight edges.
 - J. Install in vision panels in fire-rated doors to requirements of NFPA 80.
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- K. Install so that appropriate UL and FireLite® NT markings remain permanently visible.

3.03 PROTECTION AND CLEANING

- A. Protect glass from contact with contaminating substances resulting from construction operations. Remove any such substances by method approved by glass manufacturer.
- B. Wash glass on both faces not more than four days prior to date scheduled for inspections intended to establish date of substantial completion. Wash glass by method recommended by glass manufacturer.

END OF SECTION 08 8110

**SECTION 09 9123
INTERIOR PAINTING
PART 1 - GENERAL**

1.01 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.

1.02 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523, a matte flat finish.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, a high-side sheen flat, velvet-like finish.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523, an eggshell finish.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523, a satin-like finish.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523, a gloss finish.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1.04 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Provide in unopened cans no larger than 1 gallon in size.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.06 QUALITY ASSURANCE

- A. Contractor Qualifications: Contractor and contractor's staff shall have a minimum 5 years' satisfactory experience in jobs similar in size and nature of the work of this contract. Upon request provide list of projects with references for work performed in the last 5 years.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
1. Product name and type (description).
 2. Batch date.
 3. Color number.
 4. VOC content.
 5. Environmental handling requirements.
 6. Surface preparation requirements.
 7. Application instructions.

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- B. 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.

1.08 FIELD 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.
- C. Lead Paint: Lead paint may be present in buildings and structures to be painted. Refer to Division 2 for report.. Examine report to become aware of locations where lead paint is present.
 - 1. Use Lead Safe Work Practices in accordance with US Dept.of Housing and Urban Development. All employees working with Lead based paint Materials shall have HUD approved training.
 - 2. Do not disturb lead paint or items suspected of containing hazardous materials except under procedures specified.
 - 3. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:
 - 1. Benjamin Moore & Co.
 - 2. Devoe
 - 3. Glidden Professional, Division of PPG Architectural Finishes, Inc.
 - 4. Pratt & Lambert.
- B. Colors: As selected by Architect from manufacturer's full range.

2.02 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
 - B. 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.
 - C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Dry-Fog Coatings: 400 g/L.
 - 4. Primers, Sealers, and Undercoaters: 200 g/L.
 - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - 7. Pretreatment Wash Primers: 420 g/L.
 - 8. Floor Coatings: 100 g/L.
 - 9. Shellacs, Clear: 730 g/L.
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10. Shellacs, Pigmented: 550 g/L.

- D. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.03 PATCHING MATERIALS

- A. Wood Patching Compound: 2-part polyester or epoxy-resin wood compound with a 10- to 15-minute cure at 70 deg F, in knife grade formulation and recommended by manufacturer for type of wood repair indicated. Compound shall be produced for filling damaged wood materials that have deteriorated due to weathering and exposure. Filler shall be capable of filling deep holes and capable of spreading to featheredge.
- B. Metal Patching Compound: 2-part polyester-resin metal patching compound with a 10- to 15-minute cure at 70 deg F, in knife grade formulation and recommended by manufacturer for type of metal repair indicated. Compound shall be produced for filling metal that has deteriorated due to corrosion. Filler shall be capable of filling deep holes and capable of spreading to featheredge.

2.04 INTERIOR PLASTER PATCHING COMPOUND: PROVIDE SPACKLE AND PLASTER PATCHING COMPOUNDS AND REPAIR MATERIALS SPECIFICALLY MANUFACTURED FOR SURFACE PREPARATION AND SANDING PRIOR TO REPAINTING.

- A. Existing Keene's Cement: Refer to Division 09 Section "Gypsum Plastering."

2.05 CLEANING MATERIALS

- A. Detergent Cleaning Solution: Mix 2 cups of tetrasodium polyphosphate, 1/2 cup of laundry detergent, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for each 5 gal. of solution required.
- B. Job-Mixed Mold, Mildew, and Algae Remover: Mix 2 cups of tetrasodium polyphosphate, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of hot water for every 5 gal. of solution required.
- C. Paint Deglosser: "Paint Deglosser" Item No. 42124 by Zinsser Company, Inc., or comparable product by an approved manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
 - e. Plaster: 12 percent.
 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 3. Plaster Substrates: Verify that plaster is fully cured.

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4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
 - C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
 - B. Remove hardware, covers, plates, and similar items already in place that are removable and 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.
 - C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
 - D. Glossy surfaces of old paint films shall be cleaned and dulled prior to re-painting
 - E. Fill any open joints of metal walls and metal ceilings with a paintable caulk. Remove existing prior to application.
 - F. Fill all joints between metal walls and wood casings with a paintable caulk. Remove existing prior to application.
 - G. Plaster surfaces: Fill and patch any cracks in plaster surfaces. Sand surfaces to minimize the surface profile of cracked and peeling areas. Eliminate defects causing abrupt surface profile differences exceeding 1/32"
 - H. Cracks, holes, bulges or gouges in wall and ceiling surfaces shall be spackled and sanded smooth. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping. Resulting edges of all areas so scraped shall be spackled to a feathered edge and sanded smooth when dry.
 - I. Concrete Substrates: Remove release agents, curing compounds, 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.
 1. Concrete Floors: Remove oil, dust, grease, dirt, and other foreign materials. Comply with SSPC-SP-13/NACE 6 or ICRI 03732.
 - J. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
 - K. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any.
 1. Remove all rust with wire brushes. If areas of rust still remain, use a chemical rust remover to remove the last traces, or as much of the rust as is possible.
 - L. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
 - M. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - N. Aluminum Substrates: Remove loose surface oxidation.
 - O. Wood Substrates:
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1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Wood surfaces scheduled to be finished with an opaque finish shall be sanded as required to produce a smooth substrate for application of the new coatings. Correct new and existing abrupt surface profile differences exceeding 1/32"
- P. Wood Floors: wood surfaces scheduled to be refinished with a transparent finish shall have existing coating stripped and sanded prior to application of new coatings
- Q. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
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.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- 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 Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
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- d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.04 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.
- E. Do not paint over name plates or instruction labels. Keep sprinkler heads free of paint

3.05 INTERIOR PAINTING SCHEDULE

- A. CMU Substrates:
 1. Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4 X-Green: S-W PrepRite Block Filler, B25W25, at 100 to 200 sq. ft. per gal.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, eggshell, (Gloss Level 3), MPI #52 X-Green/#145 X-Green: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.
 - d. Topcoat: Latex, interior, semi-gloss, (Gloss Level 4), MPI #43 X-Green: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
 - B. Metal Substrates (Aluminum, Steel, Galvanized Steel):
 1. Latex System:
 - a. Prime Coat: Primer, rust-inhibitive, water based, MPI #107: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils wet, 2.0 to 4.0 mils dry.
 - b. Intermediate Coat: Water-based acrylic, interior, matching topcoat.
 - c. Topcoat: Water-based acrylic, semi-gloss, (Gloss Level 5), MPI #147 X-Green]: S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils dry, per coat.
 - d. Topcoat: Water-based acrylic, gloss, (Gloss Level 6), MPI #148 X-Green: S-W Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils dry, per coat.
 2. Water-Based Dry-Fall System:
 - a. Top Coat: Dry-fall latex: S-W Pro Industrial Waterborne Acrylic Dryfall Flat, S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, at 5.8 to 6.0 mils wet, 1.7 to 2.3 mils dry. (The finish is to match adjacent existing finish).
 - C. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 1. Latex System:
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- a. Prime Coat: Primer sealer, latex, interior, MPI #39: S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 4), MPI #43 X-Green: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
- D. Wood Substrates, Pedestrian Traffic Surfaces:
1. Wood Floor System:
 - a. First Coat: Miniwax High Build Polyurethane
 - b. Topcoat: Miniwax High Build Polyurethane.
- E. Gypsum Board Substrates:
1. Latex System:
 - a. Prime Coat: Primer, latex, interior, MPI #149 X-Green: S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.5 mils dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53 X-Green/#143 X-Green: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
 - d. Topcoat: Latex, interior, eggshell, (Gloss Level 3), MPI #52 X-Green/#145 X-Green: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.

END OF SECTION 09 9123

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**SECTION 26 0010
GENERAL PROVISIONS FOR ELECTRICAL WORK**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work included in this Contract is shown on the drawings and described in these specifications. It consists of furnishing all labor, material, services, supervision and connection of all systems shown and/or specified including the requirements of:
 - 1. DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
 - 2. DIVISION 1 - GENERAL REQUIREMENT
 - 3. DIVISION 26,27 & 28 - GENERAL REQUIREMENT
- B. Contractor is responsible to review and understand all drawings and all work of all trades to ensure a complete and thorough project.
- C. Provide all labor, tools, materials, equipment, coordination, and plans necessary for installation and proper operation of the electrical systems.
- D. Contract drawings and specifications are complementary and must be so used to ascertain all requirements of the work.

1.02 DEFINITIONS

- A. Provide, furnish, install, and furnish and install shall have the same meaning. That is, the Contractor shall purchase, transport to the site and install all required components of the work unless specifically stated otherwise in the contract documents.
- B. Wiring pertains to raceway, fittings, conductors, terminations, hangers, supports, etc. as required to form a complete system.

1.03 DRAWINGS AND SPECIFICATIONS

- A. The plans are diagrammatic and indicate only the sizes and general arrangement of conduit, devices, and equipment; exact locations of all elements shall be determined as work progresses, in cooperation with the work of other trades. It is not intended to show every item of work or minor piece of equipment, but every item shall be furnished and installed without additional remuneration as necessary to complete the system in accordance with the best practice of the trade.
- B. As previously stated, the exact locations of electrical devices and equipment are diagrammatic. The owner may request for any devices or equipment to be installed at different locations than what is indicated on the drawings in a specific area or room. It is the responsibility of the Electrical Contractor to coordinate the locations of devices in all areas prior to installation.

1.04 PRODUCT EQUIVALENTS

- A. Where, in these specifications or on drawings, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as required standard of quality. Where two or more are named these are presumed to be equal, and Contractor may select one of those items.
 - B. Requests for approval of proposed equivalents will be received by Architect only from the Contractor.
 - C. If the Architect approves a proposed equivalent prior to receipt of Bids, such approval will be set forth in an Addendum.
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- D. After the bid opening the apparent low bidder or bidders will be notified by the Architect or Owner and shall submit to the Architect in writing, within ten (10) calendar days what equivalent kind, type, brand, or manufacture is included in bid in lieu of specified items. No equivalents will be considered after this submission.
- E. Contractor shall have burden of proving, at Contractor's own cost and expense, to satisfaction of Owner/Architect, that proposed product is similar and equal to named product. In making such determination Owner/Architect will be sole judge of objective and appearance criteria that proposed product must meet in order for it to be approved.
1. Supporting data on equivalency is responsibility of bidder. For each equivalent to base specification, included in products list, submit information describing in specific detail:
 - a. Wherein it differs from quality and performance required by base specification.
 - b. Changes required in other elements of work because of equivalent.
 - c. Effect on construction schedule.
 - d. Any required license fees or royalties.
 - e. Availability of maintenance service, and source of replacement materials.
 - f. Such other information as may be required by Owner.
- F. Owner, through Architect, shall be judge of acceptability of proposed equivalents. Risk of whether bid equivalents will be accepted is borne by Contractor.
- G. Submission of an equivalent product and/or material constitutes a representation that Contractor:
1. Has investigated proposed product and determined it is equal to or superior in all respects to that specified.
 2. Will provide same warranties or bonds for equivalent as for product specified.
 3. Will coordinate installation of an accepted equivalent into work and make such other changes as may be required to make work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
 5. Will provide, at own cost and expense, any different quantity and/or arrangement of ductwork, piping, wiring, conduit or any part of work from that specified, detailed or indicated in Contract Documents if required for proper installation of an approved equivalent.
 6. Will provide, at own cost and expense, all such revision and redesign and all new drawings and details required by Architect for approval if proposed equivalent product requires a revision or redesign of any part of work covered by this contract.
- H. Contractor must sign the "Equivalent Certification" following this specification section and deliver it to the Architect along with a complete list of proposed equivalents within ten (10) calendar days after notification from the Architect or Owner. This is mandatory and must be done prior to award of contracts.

1.05 APPLICABLE STANDARDS

- A. All equipment shall bear the UL label.
 - B. The latest edition of the following minimum standards shall apply wherever applicable:
 1. American Standards Association
 2. American Society for Testing Materials
 3. Electrical Testing Laboratories, Inc.
 4. Institute of Electrical and Electronic Engineers
 5. Insulated Power Cable for Engineers Association
 6. Occupational Safety and Health Act
 7. National Electric Code
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8. National Electrical Manufacturers Association
 9. National Electrical Safety Code
 10. National Fire Protection Association
 11. Underwriters Laboratories, Inc.
 12. Power company standards and regulations.
 13. Local and state codes.

- C. In the event there are conflicts between specifications and standards, standards shall govern unless specifications are in excess of standards.

1.06 PERMITS AND INSPECTIONS

- A. Permits: The Contractor shall apply for and pay the cost for any local permits necessary for the work of this contract.
- B. Inspections: The Contractor shall be responsible for obtaining a 3rd party electrical inspection of and the certificate by the approved inspection agency for the entire electrical system.
- C. The undertaking of periodic inspections by the Owner or Engineer shall not be construed as supervision of actual construction. The Owner or Engineer is not responsible for providing a safe place of work for the Contractor, Contractor's employees, suppliers or subcontractors for access, visits, use, work, travel or occupancy by any person.

1.07 CODES AND REGULATIONS

- A. Comply with all applicable rules and regulations of the municipal laws and ordinances and latest revisions thereof. All work shall be done in full conformity with the requirements of all authorities having jurisdiction. Modifications required by the above authorities will be made without additional charges to the Owner. Where alterations to and/or deviations from the Contract Documents are required by the authorities, report the requirements to the Engineer and secure approval before work is started.
 - B. Furnish and file with the proper authorities, all drawings required by them in connection with the work. Obtain all permits, licenses, and inspections and pay all legal and proper fees and charges in this connection.
 - C. Should any work shown or specified be of lighter or smaller material than Code requires, same shall be executed in strict accordance with the regulations.
 - D. Heavier or larger size material than Code requires shall be furnished and installed, if required by the Plans and Specifications.
 - E. This Contractor shall have the electrical work inspected from time to time by authorized inspectors and shall pay all expense incurred by same. At the completion of the work, the Contractor shall furnish a Certificate of Approval, in triplicate, indicating full approval of the work furnished and installed in this Contract from the local authority having jurisdiction.
 - F. Equipment and components parts thereof shall bear manufacturer's name-plate, giving manufacturer's name, size, type and model number or serial number, electrical characteristic to facilitate maintenance and replacements. Name plates of distributors or contractors are not acceptable.
 - G. Engineer will have privilege of stopping any work or use of any material that in his opinion is not being properly installed and each Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed by the Engineer, at no additional cost to Owner.
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- H. If equipment or materials are installed before proper approvals have been obtained, each Contractor shall be liable for their removal and replacement including work of other trades affected by such work, at no additional cost to Owner, if such items do not meet intent of the Drawings and Specifications.

1.08 RECORD DRAWINGS

- A. The Electrical Contractor shall keep an accurate location record of all underground and concealed piping, and of all changes from the original design. He is required to furnish this information to the Engineer prior to his application for final payment.
1. Submit prior to final acceptance inspection, one complete marked-up set of reproducible engineering design drawings.
 - a. Fully illustrate all revisions made by all crafts in course of work.
 - b. Include all field changes, adjustments, variances, substitutions and deletions, including all Change Orders.
 - c. Exact location of raceways, equipment and devices.
 - d. Exact size and location of underground and under floor raceways, grounding conductors and duct banks.
 - e. These drawings shall be for record purposes for Owner's use and are not considered shop drawings.
- B. At completion of the project, all changes and deviations from the Contract Documents shall be recorded by the Contractor.
- C. Four (4) corrected sets of all operating and maintenance instructions and complete parts lists bound in hard covers shall be furnished to the Owner.

1.09 SLEEVES

- A. Sleeves: furnished, set in Electrical Work; built-in under General Construction Work.
- B. Sleeves shall be as follows:
1. Sleeves in floors and partitions shall be galvanized steel with lock seam joints or a manufactured conduit floor seal.
 2. Sleeves of extra heavy cast iron pipe or galvanized steel pipe shall be used in outside walls, foundations, and footing or manufactured compression-type wall seal (waterproof).
 3. Conduit sleeves shall be two (2) sizes larger than the conduit passing through it.
 4. Terminate sleeves flush with walls, partitions, and ceilings. Sleeves in floor shall terminate 1/4" above floors.
 5. Fill space between sleeve and conduit in foundation walls with oakum and caulk with lead on both sides of wall. When using pipe sleeves, fill space between sleeve and pipe with fiberglass blanket insulation when sleeve does not occur in a foundation wall.
 6. An approved fire stop seal shall be used when conduits penetrate fire stopping walls and floors (between fire zone).
- C. Set sleeves, obtain review of their locations in ample time to permit pouring of concrete or progressing of other construction work as scheduled.

1.10 CLEANING CONDUIT, EQUIPMENT

- A. Conduit, equipment: thoroughly cleaned of dirt, cuttings, other foreign substances. Should any conduit, other part of systems be stopped by any foreign matter, disconnect, clean wherever necessary for purpose of locating, removing obstructions. Repair work damaged in course of removing obstructions.
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1.11 VIBRATION ISOLATION

- A. Vibration isolators shall prevent, as far as practicable, transmission of vibration, noise or hum to any part of building.
- B. Design isolators to suit vibration frequency to be absorbed; provide isolator units of area, distribution to obtain proper resiliency under machinery load, impact.
- C. Wiring and other electrical connections to equipment mounted on vibration isolators; made flexible with minimum 180 degree loop of "greenfield" in order to avoid restraining equipment and short circuiting vibration isolator.

1.12 BALANCED LOAD

- A. It is intended that design and features of the work as indicated will provide balanced load on the feeders and main service. Contractor shall provide material and installation to provide this balance load insofar as possible.
- B. Contractor shall take current and voltage measurements at all panels of at least 1/2 hour. Reconnections of loads shall be made when deemed necessary by the Engineers.

1.13 JOB CONDITIONS

- A. Examine site related work and surfaces before starting work of any Section. Failure to do so shall in no way relieve the Contractor of the responsibility to properly install the new work.
 - 1. Report to the Engineer, in writing, conditions, which will prevent proper provision of this work ten (10) days prior to bid date, in time for an addendum to be issued .
 - 2. Beginning work of any Section without reporting unsuitable conditions to the Engineer constitutes acceptance of conditions by the Contractor.
 - 3. Perform any required removal, repair or replacement of this work caused by unsuitable conditions at no additional cost to Owner.
 - 4. The Contractor is responsible for performing routine maintenance and cleaning of any existing equipment where he is making connections to new work and to the building where his work adds debris.
 - B. Connections to existing work:
 - 1. Install new work and connect to existing work with minimum interference to existing facilities.
 - 2. Provide temporary shutdowns of existing services only with written consent of Owner at no additional charges and at time not to interfere with normal operation of existing facilities.
 - 3. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work.
 - 4. Do not interrupt alarm and emergency systems.
 - 5. Connect new work to existing work in neat and acceptable manner.
 - 6. Restore existing disturbed work to original condition including maintenance of wiring and continuity as required. Replace damaged or rusted conduit to which new equipment is being installed and connected.
 - C. Removal and relocation of existing work.
 - 1. Disconnect, remove or relocate electrical material, equipment and other work noted and required by removal or changes in existing construction.
 - 2. Provide new material and equipment required for relocated equipment.
 - 3. Disconnect load and line end of conductors feeding existing equipment.
 - 4. Remove conductors from existing raceways to be rewired.
 - 5. Remove conductors and cap outlets on raceways to be abandoned.
 - 6. Cut and cap abandoned floor raceways flush with concrete floor or behind walls and ceilings.
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7. Dispose of removed raceways and wire.
 8. Dispose of removed electrical equipment as directed by Owner. The Owner shall provide a list of equipment of the Contractor of equipment to be delivered to the Owner.

1.14 SPECIAL TOOLS AND LOOSE ITEMS

- A. Furnish to Owner at completion of work:
 1. One set of any special tools required to operate, adjust, dismantle or repair equipment furnished under any section of this Division.
 2. "Special Tools": Those not normally found in possession of mechanics or maintenance personnel.
 3. Keys
 4. Redundant components and spare parts.
- B. Deliver items to Owner and obtain receipt prior to approval of final payment.

1.15 REVIEW OF CONSTRUCTION

- A. Work may be reviewed at any time by representative of the Engineer.
- B. Advise Architect and Engineer that work is ready for review at following times:
 1. Prior to backfilling buried work.
 2. Prior to concealment of work in walls and above ceilings.
 3. When all requirements of contract have been completed.
- C. Neither backfill nor conceal work without Engineer's consent.

1.16 SHOP DRAWING SUBMITTALS

- A. Submit required shop drawings, samples and product information in accordance with Division 1, requirements and as required in the various sections of these specifications.
 - B. Submittals shall show evidence of checking by the Contractor for accuracy. Product information (catalog sheets) shall indicate complete catalog number, color, accessories, etc., as well as, name of manufacturer and local distributor or manufacturer's representative.
 - C. Submit for review detailed coordination drawings 3/8" or larger scale plans for all major electrical equipment and any areas of conflicts by drafting location of equipment, lighting fixtures, cable trays and conduits larger than 1-1/2" trade size. Contractor shall refer to Division 1 for preparing coordination drawings.
 - D. Incomplete submittals will be rejected.
 - E. Additionally, the Contractor will submit data on the following:
 1. All electrical equipment including all panelboards and switching devices (disconnects, switches, occupancy sensors, etc.).
 2. Fire stop seals used for wall penetrations.
 3. Any proposed variation in specified wiring plans and circuitry.
 4. All special items and panels, made or constructed specifically for this project, including wiring diagrams, component layout and component data or materials list.
 5. All settings of installed equipment, such as overcurrent protection, overload settings, temperature settings, time settings, etc. This includes equipment provided by other contractors or subcontractors and connected and tested by this Contractor.
 - F. All submittals of NON SPECIFIED equipment and components will be reviewed. It is the submitting Contractor's responsibility to prove compliance and not the Architect/Engineer to prove non-compliance. The submitting Contractor will be charged the prevailing wage of the reviewing Engineer for all submittals requiring over one (1) hour to review that were not originally specified.
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- G. It is the Contractor's responsibility to provide submittals in an organized and timely manner so as not to delay the project schedule and hamper the work of other trades.

1.17 OPERATING INSTRUCTIONS

- A. It shall be the Contractor's responsibility to insure that the Owner's representative is given adequate instruction on the operation of all equipment prior to final payment.

1.18 TEMPORARY POWER

- A. The Contractor shall provide all temporary power to all trades throughout all phases of construction throughout the duration of this project. This will include but not be limited to temporary lighting, power outlets, temporary elevator operation, controls for temporary heating, and job trailers. Contractor shall be responsible for providing temporary power via adjacent building(s) and/or a temporary diesel fired generator and associated fuel costs. Contractor shall coordinate temporary power source with project manager prior to demolition. Contractor is responsible for all costs associated with temporary power.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials and equipment shall be new and as specified or of equal or better quality.
- B. Basic hardware and miscellaneous items shall meet existing trade standards of quality and shall carry UL or FM listings where applicable.
- C. All equipment supplied shall be the standard equipment of the manufacturer.
- D. Multiple items such as panelboards, wiring devices, switches, breakers, raceways, etc., shall be from the same manufacturer.
- E. Drawings and specifications are based on specific manufacturer's equipment. Therefore, the Contractor shall assume all responsibility, cost and coordination involved in making any necessary revisions to apply another manufacturer's equipment, even though it may be approved as an "equal" item by the Engineer.

PART 3 EXECUTION

3.01 COORDINATION OF WORK

- A. All work shall be executed in accordance with recognized standards of workmanship. All work shall be installed in a neat and orderly manner.
- B. The Contractor shall exchange information with other Contractors and the Owner in order to insure orderly progress of the work.
- C. The Contractor must contact the Owner's representative and schedule all work ten (10) days prior to start.
- D. The Contractor shall check for possible interference before installing any items. If any work is installed, and later develops interference with other features of the design, the Contractor will be responsible to make such changes to eliminate the interference.

3.02 CEILING REMOVAL

- A. Existing ceilings which must be removed for the installation of new work or demolition of existing conditions shall be done by the Contractor. No ceiling shall be removed without prior approval of the Owner. Ceilings which must be removed shall be restored to their original condition as soon as practical and prior to final payment.
- B. The removed tile of lay-in type ceilings shall be stored either in the ceiling space or at a designated space in the building. No tiles shall be stored in the occupied space.
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- C. The Contractor shall take all necessary precautions to prevent damage to the existing ceilings. All damaged ceilings shall be replaced with new ceiling construction to match the existing and to the Owner's satisfaction.

END OF SECTION 26 0010

**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.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS**2.01 MATERIALS AND EQUIPMENT**

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Architect/Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

3.02 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.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
 - B. Remove, relocate, and extend existing installations to accommodate new construction.
 - C. Remove abandoned wiring to source of supply.
 - D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
 - E. 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.
 - F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

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- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR

- A. See Section 01 7419 - Construction Waste Management and Disposal for additional requirements.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.
- C. 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 26 0505

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SECTION 26 0519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Underground feeder and branch-circuit cable.
- C. Metal-clad cable.
- D. Manufactured wiring systems.
- E. Wiring connectors.
- F. Electrical tape.
- G. Heat shrink tubing.
- H. Wire pulling lubricant.
- I. Cable ties.
- J. Firestop sleeves.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 26 0505 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
 - B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
 - C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).
 - D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
 - E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.
 - F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes 2020.
 - G. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
 - H. NECA 120 - Standard For Installing Armored Cable (Type AC) And Metal-Clad Cable (Type MC) 2018.
 - I. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF) 2007.
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- J. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.
 - K. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
 - L. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
 - M. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
 - N. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
 - O. UL 183 - Manufactured Wiring Systems Current Edition, Including All Revisions.
 - P. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.
 - Q. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.
 - R. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.
 - S. UL 493 - Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables Current Edition, Including All Revisions.
 - T. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.
 - U. UL 1569 - Metal-Clad Cables 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 Architect/Engineer of any conflicts with or deviations from 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.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.
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1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect/Engineer and obtain direction before proceeding with work.

PART 2 PRODUCTS**2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Underground feeder and branch-circuit cable is permitted only as follows:
 - 1. Where not otherwise restricted, may be used:
 - a. For damp, wet, or corrosive locations as a substitute for NFPA 70, Type NMC nonmetallic-sheathed cable, when nonmetallic-sheathed cable is permitted.
- D. Metal-clad cable is permitted only as follows:
 - 1. Where not otherwise restricted, may be used:
 - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
 - b. Where concealed in hollow stud walls and above accessible ceilings for branch circuits up to 30A.
 - 2. In addition to other applicable restrictions, may not be used:
 - a. Where exposed to damage.
 - b. For damp, wet, or corrosive locations, unless provided with a PVC jacket listed as suitable for those locations.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
 - B. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - C. Provide new conductors and cables manufactured not more than one year prior to installation.
 - D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
 - E. Comply with NEMA WC 70.
 - F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
 - G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
 - H. Conductors for Grounding and Bonding: Also comply with Section 26 0526.
 - I. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.
 - J. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
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2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 3. Tinned Copper Conductors: Comply with ASTM B33.
- K. Minimum Conductor Size:
1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 2. Control Circuits: 14 AWG.
- L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- M. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 2. Color Coding Method: Integrally colored insulation.
 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. Manufacturers:
1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. Encore Wire Corporation: www.encorewire.com/#sle.
 - c. General Cable Technologies Corporation: www.generalcable.com/#sle.
 - d. Southwire Company: www.southwire.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.

2.04 UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE

- A. Manufacturers:
1. Cerro Wire LLC: www.cerrowire.com/#sle.
 2. Encore Wire Corporation: www.encorewire.com/#sle.
 3. Service Wire Co: www.servicewire.com/#sle.
 4. Southwire Company: www.southwire.com/#sle.
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- B. Description: NFPA 70, Type UF multiple-conductor cable listed and labeled as complying with UL 493, Type UF-B.
 - C. Provide equipment grounding conductor unless otherwise indicated.
 - D. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
 - E. Insulation Voltage Rating: 600 V.

2.05 METAL-CLAD CABLE

- A. Manufacturers:
 - 1. AFC Cable Systems Inc: www.afcweb.com/#sle.
 - 2. Encore Wire Corporation: www.encorewire.com/#sle.
 - 3. Service Wire Co: www.servicewire.com/#sle.
 - 4. Southwire Company: www.southwire.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- G. Grounding: Full-size integral equipment grounding conductor.
- H. Armor: Steel, interlocked tape.
- I. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

2.06 MANUFACTURED WIRING SYSTEMS

- A. Manufacturers:
 - 1. AFC Cable Systems Inc: www.afcweb.com/#sle.
 - 2. D&P Custom Lights & Wiring Systems, Inc: www.dandpcustomlights.com/#sle.
 - 3. RELOC Wiring Solutions, a brand of Acuity Brands, Inc: www.relocwiring.com/#sle.
 - 4. Wiremold, a brand of Legrand North America, Inc: www.legrand.us/#sle.
 - B. Description: Manufactured wiring assemblies complying with NFPA 70 Article 604, and listed and labeled as complying with UL 183.
 - C. Provide components necessary to transition between manufactured wiring system and other wiring methods.
 - D. Branch Circuit Cables:
 - 1. Conductor Stranding (Size 10 AWG and Smaller): Solid.
 - 2. Insulation Voltage Rating: 600 V.
 - 3. Insulation: Type THHN.
 - 4. Provide dedicated neutral conductor for each phase conductor where indicated or required.
 - 5. Grounding: Full-size integral equipment grounding conductor.
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- 6. Armor: Steel, interlocked tape.
 - E. Connectors: Keyed and color-coded to prevent interconnection of different voltages.
 - F. Fixture Leads: Type TFN insulation.

2.07 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
 - B. Connectors for Grounding and Bonding: Comply with Section 26 0526.
 - C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
 - D. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
 - 5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
 - E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
 - F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
 - G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - c. NSI Industries LLC: www.nsiindustries.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 - H. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilSCO.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 - I. Compression Connectors: Provide circumferential type or hex type crimp configuration.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilSCO.com/#sle.
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- c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
- 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilSCO.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

2.08 ACCESSORIES

- A. Electrical Tape:
- 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
 - 4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
 - 5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
 - 6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Burndy LLC: www.burndy.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. American Polywater Corporation: www.polywater.com/#sle.
 - c. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- D. Cable Ties: Material and tensile strength rating suitable for application.
- 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
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- E. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for cables and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:
 - a. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
 - b. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- F. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

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 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Arrange circuiting to minimize splices.
 4. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 5. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 6. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
 - B. Install products in accordance with manufacturer's instructions.
 - C. Perform work in accordance with NECA 1 (general workmanship).
 - D. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
 - E. Install metal-clad cable (Type MC) in accordance with NECA 120.
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- F. 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.
 - G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
 - H. 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.
 - I. Terminate cables using suitable fittings.
 - 1. Metal-Clad Cable (Type MC):
 - a. Use listed fittings.
 - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
 - J. Install conductors with a minimum of 12 inches of slack at each outlet.
 - K. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
 - L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
 - M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
 - N. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
 - O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
 - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
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- 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.
 - P. Insulate ends of spare conductors using vinyl insulating electrical tape.
 - Q. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
 - R. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 26 0519

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.
- D. Ground rod electrodes.

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.
- C. Section 26 5600 - Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NEMA GR 1 - Ground Rod Electrodes and Ground Rod Electrode Couplings 2017.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- D. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify exact locations of underground metal water service pipe entrances to building.
 - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 3. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

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 grounding and bonding system components.
- C. Field quality control test reports.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
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1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS**2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. 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.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding System Resistance:
1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect/Engineer. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 2. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.
- F. Grounding Electrode System:
1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 2. Ground Rod Electrode(s):
 - a. Provide single electrode unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
- G. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

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6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

H. Pole-Mounted Luminaires: Also comply with Section 26 5600.

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.
4. Manufacturers - Mechanical and Compression Connectors:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. Harger Lightning & Grounding: www.harger.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
5. Manufacturers - Exothermic Welded Connections:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. Cadweld, a brand of Erico International Corporation: www.erico.com/#sle.
 - c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

D. Ground Rod Electrodes:

1. Comply with NEMA GR 1.
2. Material: Copper-bonded (copper-clad) steel.
3. Size: 5/8 inch diameter by 10 feet length, unless otherwise indicated.
4. Manufacturers:
 - a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. Galvan Industries, Inc: www.galvanelectrical.com/#sle.
 - d. Harger Lightning & Grounding: www.harger.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
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- 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. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
 - 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.
- D. 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.
- E. Identify grounding and bonding system components in accordance with Section 26 0553.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION 26 0526

**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.
- B. Section 26 0533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- C. Section 26 0533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- D. Section 26 5100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.
- E. Section 26 5600 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- 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 Architect/Engineer of any conflicts with or deviations from 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.
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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 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.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
 - 1. 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. 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.
 - 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
 - d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - e. Thomas & Betts Corporation: www.tnb.com/#sle.

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- f. Substitutions: See Section 01 6000 - Product Requirements.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- 1. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
 - d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - e. Thomas & Betts Corporation: www.tnb.com/#sle.
 - f. Substitutions: See Section 01 6000 - Product Requirements.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
- 1. Comply with MFMA-4.
 - 2. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 3. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
 - 4. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
 - 5. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Thomas & Betts Corporation: www.tnb.com/#sle.
 - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- 1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
 - c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
 - d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
 - e. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 - 4. Hollow Stud Walls: Use toggle bolts.
 - 5. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 - 6. Sheet Metal: Use sheet metal screws.
 - 7. 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.
 - 8. Manufacturers - Mechanical Anchors:
 - a. Hilti, Inc: www.us.hilti.com/#sle.
 - b. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
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- c. Powers Fasteners, Inc: www.powers.com/#sle.
 - d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

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. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Unless specifically indicated or approved by Architect/Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by Architect/Engineer, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Conduit Support and Attachment: Also comply with Section 26 0533.13.
- J. Box Support and Attachment: Also comply with Section 26 0533.16.
- K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- L. Secure fasteners according to manufacturer's recommended torque settings.
- M. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
 - B. Inspect support and attachment components for damage and defects.
 - C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
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D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 26 0529

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**SECTION 26 0533.13
CONDUIT FOR ELECTRICAL SYSTEMS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Electrical metallic tubing (EMT).
- C. Rigid polyvinyl chloride (PVC) conduit.
- D. Conduit fittings.
- E. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
- C. Section 26 0526 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- D. Section 26 0529 - Hangers and Supports for Electrical Systems.
- E. Section 26 0533.16 - Boxes for Electrical Systems.
- F. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2020.
 - B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.
 - C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
 - D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2013.
 - E. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
 - F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
 - G. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.
 - H. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.
 - I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
 - J. UL 1 - Flexible Metal Conduit Current Edition, Including All Revisions.
 - K. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
 - L. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.
 - M. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.
 - N. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.
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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 Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not begin installation of conductors and cables until installation of conduit 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.
- C. Shop Drawings:
 - 1. Include proposed locations of roof penetrations and proposed methods for sealing.
- D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

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. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit or rigid PVC conduit.
 - 3. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
 - D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
 - E. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
 - F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
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- G. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
 - H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
 - I. Exposed, Exterior: Use galvanized steel rigid metal conduit.
 - J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid 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. Fittings for Grounding and Bonding: Also comply with Section 26 0526.
- C. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
 - 3. Underground, Exterior: 1 inch (27 mm) trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
 - 2. Nucor Tubular Products: www.nucortubular.com/#sle.
 - 3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
 - 4. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
 - 2. Nucor Tubular Products: www.nucortubular.com/#sle.
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3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
 4. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel.
 4. Connectors and Couplings: Use compression (gland) type.
 - a. Do not use indenter type connectors and couplings.
 - b. Do not use set-screw type connectors and couplings.

2.05 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
1. Cantex Inc: www.cantexinc.com/#sle.
 2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com/#sle.
 3. JM Eagle: www.jmeagle.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. Fittings:
1. Manufacturer: Same as manufacturer of conduit to be connected.
 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.06 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.
- E. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.
- F. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig; Suitable for the conduits to be installed.
- G. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.
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- b. Substitutions: See Section 01 6000 - Product Requirements.

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 rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conceal all conduits unless specifically indicated to be exposed.
 - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - 5. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 - 6. Arrange conduit to maintain adequate headroom, clearances, and access.
 - 7. Arrange conduit to provide no more than 150 feet between pull points.
 - 8. Route conduits above water and drain piping where possible.
 - 9. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 - 10. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - 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.

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7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
- 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. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 6. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- H. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- I. Underground Installation:
1. Provide trenching and backfilling in accordance with Section 31 2316.13.
 2. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 24 inches.
 3. Provide underground warning tape in accordance with Section 26 0553 along entire conduit length.
- J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
- K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
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1. Where conduits pass from outdoors into conditioned interior spaces.
 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- L. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
 - M. Provide grounding and bonding in accordance with Section 26 0526.
 - N. Identify conduits in accordance with Section 26 0553.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 26 0533.13

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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, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Underground boxes/enclosures.

1.02 RELATED REQUIREMENTS

- A. Section 08 3100 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0533.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.
- E. 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 2016.
- 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 (Reaffirmed 2020).
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. SCTE 77 - Specification for Underground Enclosure Integrity 2017.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
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3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect/Engineer of any conflicts with or deviations from 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 cabinets and enclosures and underground boxes/enclosures.
- C. Project Record Documents: Record actual locations for pull boxes, cabinets and enclosures, and underground boxes/enclosures.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01 6000 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
 - B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
 4. Use suitable concrete type boxes where flush-mounted in concrete.
 5. Use suitable masonry type boxes where flush-mounted in masonry walls.
 6. Use raised covers suitable for the type of wall construction and device configuration where required.
 7. Use shallow boxes where required by the type of wall construction.
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8. Do not use "through-wall" boxes designed for access from both sides of wall.
 9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 13. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
 14. Wall Plates: Comply with Section 26 2726.
 15. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com/#sle.
 - c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com/#sle.
 - d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
 - a. Indoor Clean, Dry Locations: Type 1, painted steel.
 - b. Outdoor Locations: Type 3R, painted steel.
 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide hinged-cover enclosures unless otherwise indicated.
 4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
 6. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com/#sle.
 - c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- D. Underground Boxes/Enclosures:
1. Description: In-ground, solid bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
 2. Size: As indicated on drawings.
 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches.
 4. Provide logo on cover to indicate type of service.
 5. Applications:
 - a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
 - b. Parking Lots, in Areas Subject Only To Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 15 load rating.
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- c. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
 6. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
 - a. Manufacturers:
 - 1) Hubbell Incorporated; Quazite Products: www.hubbellpowersystems.com/#sle.
 - 2) MacLean Highline: www.macleanhigline.com/#sle.
 - 3) Oldcastle Precast, Inc: www.oldcastleprecast.com/#sle.
 - 4) Quazite.
 - b. Combination fiberglass/polymer concrete boxes/enclosures are not acceptable. Use all-polymer concrete boxes/enclosures.
 - c. Product(s):
 - 1) MacLean Highline CHA Series: Fiberglass/polymer concrete splice box/pull box; available Tier 8 and Tier 15 load ratings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
 - B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
 - C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
 - D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
 - E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
 - F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
 - G. Box Locations:
 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required where approved by the Architect.
 2. Locate boxes as required for devices installed under other sections or by others.
 3. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0533.13.
 4. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
 - H. 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.
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3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
 - I. Install boxes plumb and level.
 - J. Flush-Mounted Boxes:
 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
 - K. Install boxes as required to preserve insulation integrity.
 - L. Underground Boxes/Enclosures:
 1. Install enclosure on gravel base, minimum 6 inches deep.
 2. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
 3. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
 - M. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
 - N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
 - O. Close unused box openings.
 - P. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
 - Q. Provide grounding and bonding in accordance with Section 26 0526.
 - R. Identify boxes in accordance with Section 26 0553.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 26 0533.16

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SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.
- F. Warning signs and labels.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting.
- B. Section 09 9123 - Interior Painting.
- C. 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. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. 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.

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 each product.
- C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS**2.01 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
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1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - 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 inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
 3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
 - a. At each source and load connection.
 4. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.
 5. Use underground warning tape to identify direct buried cables.
 - C. Identification for Raceways:
 1. Use voltage markers or color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet.
 - a. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
 - 1) Color Code:
 - 2) Field-Painting: Comply with Section 09 9123 and 09 9113.
 - 3) Vinyl Color Coding Electrical Tape: Comply with Section 26 0519.
 2. Use identification labels or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.
 3. Use underground warning tape to identify underground raceways.
 - D. Identification for Boxes:
 1. Use voltage markers or color coded boxes to identify systems other than normal power system.
 - a. Color-Coded Boxes: Field-painted in accordance with Section 09 9123 and 09 9113 per the same color code used for raceways.
 2. Use identification labels to identify circuits enclosed.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com/#sle.
 - b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - c. Seton Identification Products: www.seton.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
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6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com/#sle.
 - b. Brother International Corporation: www.brother-usa.com/#sle.
 - c. Panduit Corp: www.panduit.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
 2. Legend:
 - a. System designation where applicable:
 - b. Equipment designation or other approved description.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. System Designation: 1 inch.
 - b. Equipment Designation: 1/2 inch.
 5. Color:
 - a. Normal Power System: White text on black background.

2.03 WIRE AND CABLE MARKERS

- A. Manufacturers:
1. Brady Corporation: www.bradyid.com/#sle.
 2. HellermannTyton: www.hellermanntyton.com/#sle.
 3. Panduit Corp: www.panduit.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.

2.04 VOLTAGE MARKERS

- A. Manufacturers:
1. Brady Corporation: www.bradyid.com/#sle.
 2. Brimar Industries, Inc: www.brimar.com/#sle.
 3. Seton Identification Products: www.seton.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
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- C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
 - D. Minimum Size:
 - 1. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
 - 2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
 - 3. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
 - E. Legend:
 - 1. Markers for System Identification:
 - F. Color: Black text on orange background unless otherwise indicated.

2.05 UNDERGROUND WARNING TAPE

- A. Manufacturers:
 - 1. Brady Corporation: www.bradyid.com/#sle.
 - 2. Brimar Industries, Inc: www.brimar.com/#sle.
 - 3. Seton Identification Products: www.seton.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- C. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- D. Legend: Type of service, continuously repeated over full length of tape.
- E. Color:
 - 1. Tape for Buried Power Lines: Black text on red background.

2.06 WARNING SIGNS AND LABELS

- A. Manufacturers:
 - 1. Brimar Industries, Inc: www.brimar.com/#sle.
 - 2. Clarion Safety Systems, LLC: www.clarionsafety.com/#sle.
 - 3. Insite Solutions, LLC: www.stop-painting.com/#sle.
 - 4. Seton Identification Products; [_____]: www.seton.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
 - B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
 - C. Warning Signs:
 - 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
 - D. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.
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PART 3 EXECUTION**3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Interior Components: Legible from the point of access.
 - 6. Conduits: Legible from the floor.
 - 7. Boxes: Outside face of cover.
 - 8. Conductors and Cables: Legible from the point of access.
 - 9. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION 26 0553

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SECTION 26 0924
DIGITAL NETWORK SITE LIGHTING CONTROL DEVICES**PART 1 GENERAL****1.01 SUMMARY**

- A. Installed system shall be comprised of stand-alone and networked control devices as indicated. System control devices shall include, but are not limited to:
1. Digital Room Controllers.
 2. Fixture Control Modules.
 3. Sensors.
 4. Network Area Controller.
 5. Network Modules.
 6. Network Accessories.
 7. Software Interfaces.
 8. Conductors and Cabling.

1.02 SYSTEM DESCRIPTIONS

- A. The contractor shall provide and install Distributed Intelligence Lighting Control System as shown on the plans and specified herein. Distributed Intelligence Lighting Control System shall be designed and configured to send and receive control, monitoring, operating and maintenance signals and commands wired and or wirelessly to and from networked enabled room controllers, fixture modules, switch stations, occupancy and daylight sensors lighting control panels and other controls devices.

1.03 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 5600 - Exterior Lighting.

1.04 REFERENCES

- A. American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) (www.ansi.org and www.ieee.org)
- B. Underwriter Laboratories of Canada (ULC) (www.ulc.ca)
- C. International Electrotechnical Commission (www.iec.ch)
- D. International Organization for Standardization (ISO) (www.iso.ch):
- E. National Electrical Manufacturers Association (NEMA) (www.nema.org)
- F. WD1 (R2005) - General Color Requirements for Wiring Devices.
- G. NEMA WD7 -
- H. Underwriters Laboratories, Inc. (UL) (www.ul.com):
1. 508 – Industrial Control Equipment.
 2. 924 – Emergency Lighting
 3. 2043 – Plenum

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NETWORK SITE
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- A. Minimum lighting control performance required, unless local Energy Code is more stringent.
 - 1. Provide smooth and continuous daylight dimming for areas marked on drawings. Daylighting control system may be designed to dim electric light to the lowest light level.
 - 2. Provide the ability for the dimmers and the relays to function separately. Systems where the 0-10V dimmers and relays are tied together reduce design capabilities and shall not be acceptable.
 - 3. Shall be capable of automatically responding to a Demand Response Signal and adjusting the lighting level, without the need of programming or software. Systems that require software or commissioning to provide Demand Response integration shall not be acceptable. (Required for California Title 24 2013)

1.06 SUBMITTALS

- A. Prior to fabrication and shipment of lighting control components, manufacturer shall provide submittal documentation for approval.
- B. Submittals Documentation shall include:
 - 1. Bill or Material including a list of components to be supplied,
 - 2. Devise specification sheets indicating device features, certifications dimensions, construction specifications, electrical specifications, wiring diagrams, nomenclature, and related products.
 - 3. Component schedules: Indicating lighting control device types and locations.
 - 4. Lighting panel schedules,
 - 5. Wiring diagrams,
 - 6. Control cable type and routing requirements.
 - 7. System riser drawings of sufficient detail to indicate relative placement of major system components and the required connections between each,
 - 8. Contractor Startup Request Form - to be completed prior to factory startup,
 - 9. Operating and maintenance instructions, manuals and/or videos.
- C. Field Quality Control Reports.
- D. Operation and Maintenance Data: Include detailed information on device programming and setup.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section {CH#183127}, for additional provisions.
- F. Project Record Documents: Record actual installed locations and settings for lighting control devices.
- G. Warranties: Standard and special warranty information

1.07 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
 - B. Manufacturer: Minimum 10 years experience in manufacture of lighting controls.
 - C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
 - D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 5 years experience.
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- E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.
 - F. Products: All electrical components and devices shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency and marked for intended use.
 - G. Factory Assembly: All system components shall arrive at the job site completely pre-wired and ready for installation, requiring only the connection of lighting circuits and network terminations. All connectors shall be made to clearly and permanently labeled termination points or by connectorized cable. Systems that required field assembly shall not be acceptable.
 - H. Source Limitations: Obtain luminaires and control systems from a single manufacturer.
 - I. Component Testing: All system components and assemblies shall be individually tested prior to assembly. Once assembled, all finished products shall be tested for proper operation of all control functions per specifications prior to shipment.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.
- B. The contractor is responsible for complete installation of the entire system according to strict factory standards and requirements.
- C. Storage: Packaging labeling will provide a space for the receiver to clearly mark the location for the lighting controls to be installed.

1.09 PROJECT CONDITIONS

- A. Do not install equipment until following conditions can be maintained to receive equipment:
 - 1. Ambient temperature: 0° to 40° C (32° to 104° F).
 - 2. Relative humidity: Maximum 90 percent, non-condensing.
- B. Coordinate layout and installation of luminaries and controls with other construction.
- C. Coordinate site commissioning with manufacturer no less than 21 day prior to required date.

1.10 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Manufacturer shall supply a 5-year warranty on all hardware and software. These warranties will be in effect for all installations. Systems that provide special warranties based on installation shall not be acceptable.
- C. Manufacturer's warranty shall include the repair or replacement of product(s) with the same or a functionally equivalent product(s) or component part(s).
- D. Manufacturer shall provide telephone technical support and remote diagnostics where applicable during normal business hours excluding manufacturer holidays.
- E. Upon request, manufacturer shall provide quotation for manufacturer service contract option(s) which include on-site technician visits for service and repair.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Acceptable Manufacturer:
 - 1. Hubbell Control Solution or approved equal.
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- a. NX Distributed Intelligence Lighting Control System (Basis of Design)
 - b. Or approved Equivalent
- B. Substitutions:
1. All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 10 working days prior to the bid date and must be made available to all bidders. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
 2. Any substitutions provided by the contractor shall be reviewed at the contractor's expense by the electrical engineer at a rate.
 3. By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring. The contractor shall provide complete engineered shop drawings (including power and control wiring) with deviations from the original design highlighted in an alternate color to the engineer for review and approval prior to rough-in.

2.02 SYSTEM ARCHITECTURE

- A. System shall consist of wired and/or wireless, distributed intelligent lighting control devices consisting of but not limited to control modules with ON/OFF, full range dimming and CCT control capabilities, and system input devices including but not limited to occupancy/vacancy sensors, daylight sensors and manual switch stations.
 - B. System shall provide for automatic self-configuration of system devices. Self-configuration shall be accomplished by the devices themselves and provide for control of lighting prior to system custom configuration and programming. Systems that require configuration prior to use shall be considered unacceptable.
 - C. To implement lighting control strategies, the system architecture shall facilitate the association of system input devices to control modules. The system shall use the Area/Zone/Group assignment strategy. The system shall support up to 128 Areas. Each area shall consist of up to 128 Zones and each zone shall consist of up to 16 Groups. Each device may be programmed to participate in one Area and Zone however may belong to one or more of the available 16 Groups within a Zone.
 - D. System shall provide time-of-day and astronomical clock scheduling. Each Area/Zone shall support up to 99 scheduled events for use in developing time-of-day or astronomical clock sunrise/sunset automated schedules. Each schedule shall have the ability to turn a group ON or OFF or activate a preset lighting scene at a scheduled time. Schedules shall be day-of-week selectable and may be programmed to activate on any combination of days of the week (Sunday through Saturday) or to activate on a specific date/holiday.
 - E. System customization and programming shall be performed from a mobile App and/or web-based configuration and system management tools.
 - F. System shall have an intuitive and easy to use Graphical User Interface (GUI) to configure, control, monitor and schedule individual devices or groups of devices.
 - G. System shall remain fully functional during the programming process. Lighting control systems that must be taken "OFFLINE" for programming are not acceptable. All programming changes shall take effect immediately as they are programmed.
 - H. System shall be capable of being accessed from a local network or remotely using any standard Internet browser. System shall not require any special client-side software. Systems which utilize special client-side software shall not be acceptable.
 - I. Wireless – Coordinator-less, Self-Organizing/Self-Healing Mesh.
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1. System shall have a wireless architecture that utilizes the Synapse Network Appliance Protocol (SNAP) to create a peer-to-peer, self-organizing and self-healing mesh network infrastructure.
 2. System shall have no single point of failure. A master controller/coordinator or master node shall not be required for proper system operation. All nodes shall be capable of communicating with each other without the need of these types of single point of failure devices. Systems which utilize a master controller/coordinator shall not be acceptable.
 3. System shall be self-organizing. The mesh network of devices shall self-organize automatically without the need to manually set device addresses via dials, DIP switches or other means.
 4. System shall be self-healing. System devices within the mesh network shall automatically reroute messages around a failed device to ensure message delivery.
 5. System architecture shall facilitate data transmission between wireless devices over the 2.4GHz ISM radio frequency (RF) band with a supported RF range of 100ft between wireless devices indoors and 300ft outdoors.
 6. System shall use the SNAP communication protocol to transmit/receive and negotiate messaging among wireless devices.
 7. System shall utilize spread spectrum frequency hopping to facilitate robust communication and prevent the unauthorized interception of messages over the air and to comply with FCC requirements.
 8. System shall provide the ability to secure messages. When implemented, each device shall use the strong and secure AES-128 (Advanced Encryption Standard) security cipher to encrypt and decrypt messages. System shall also use the secure HTTPS/SSL protocol when users access the system using their Internet browser.
- J. System devices shall be capable of having their firmware updated or upgraded over the air through the wireless mesh network.

2.03 FIXTURE MODULES

- A. NX In-Fixture Modules:
1. Basis of Design Product: Hubbell Control Solutions, NX In-Fixture Modules.
 2. As indicated in the specifications and as shown on the plans, install Hubbell Control Solutions NXFM series Fixture Control Module enabled fixture(s).
 3. NX In-Fixture Modules shall be designed to install inside the fixture they control.
 4. NX In-Fixture Modules shall consist of a completely distributed intelligent lighting controller capable of functioning completely independently including time based and astronomical scheduling of On/Off and preset events without the need of any coordinator, gateway or master controller. Sensors and switches as well as other NX In-Fixture enabled fixtures shall be capable of being connected directly to the NX In-Fixture Module to create a fully functional lighting control system.
 5. NX In-Fixture Module shall be provided with one SPST relay. Relay shall be supplied with "Zero Cross Switching" control to limit the effects of inrush on the relay contacts.
 6. NX In-Fixture Module shall be compatible with incandescent, magnetic, and electronic lighting loads including LED drivers. NX In-Fixture Module shall include zero arc point switching circuitry and have the following max load ratings:
 7. Construction:
 - a. Housing: GSM UL Rated 94 HB Plastic.
 - b. Mounting: Mounts inside fixture.
 - c. Line Voltage Versions:
 - 1) Input: Universal 120-347VAC, 50-60Hz.
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- 2) Output: One or two relay outputs (model specific) shall provide for the following load types and ampacity (per relay):
 - (a) 10A, 120VAC only Incandescent.
 - (b) 10A, 120-347VAC, Magnetic Ballast.
 - (c) 5A, 120-277VAC, Electronic Ballast.
 - (d) 3A, 347VAC, Electronic Ballast.
 - 3) Surge Withstand: 2000V.
 - 4) Peak Inrush: 160A for 2 ms Max.
 - d. Low Voltage Versions:
 - 1) Input: 12-24VDC
 - e. NX In-Fixture Modules shall be provided with two 0-10VDC control interfaces for full range dimming control of dimming ballasts and LED drivers. Interface shall be designed to continuously sink 30mA of current.
 - f. NX In-Fixture Module 0-10VDC control interfaces shall be configurable for 0-10VDC dimming, dim to off or color temperature control.
8. Functional:
- a. NX In-Fixture Modules shall be designed to self-configure, automatically to meet energy code requirements as NX sensors and other NX devices are connected.
 - b. NX In-Fixture Module shall be designed such that self-configuration takes place automatically without user intervention or commissioning of any kind.
 - c. NX In-Fixture Modules shall be rated and tested for an operating temperature range of -40° to 185°F [-40° to 85°C].
 - d. NX In-Fixture Module shall be equipped with a Real Time Clock and integral backup for schedule information. Each module shall support up to 99 schedules. Schedules shall be loaded to the module via the network or locally using the NX controlHUBB App. Once loaded, schedules shall run autonomously without the need of any coordinator, gateway, or master controller.
 - e. NX In-Fixture Module shall be capable of having its device firmware updated wirelessly over the air when connected to a NX sensor or via the NX SmartPORT.
 - f. NX In-Fixture Modules shall be supplied with one momentary pushbutton with LED for manual control and testing. Through the use of this switch, it shall be possible to test the On/Off and dimming functionality of the NX In-Fixture module or completely reset the NX In-Fixture Module to factory defaults without the need to connect any other device or testing equipment.
 - g. NX In-Fixture Module shall include non-volatile memory for retaining device settings during power outages.
9. NX In-Fixture Module shall be UL Listed to UL916 and Certified to CAN/CSA C22.2 NO 205- M1983.
10. NX In-Fixture Module shall be FCC certified.
- B. NX On-Fixture Modules
1. Basis of Design Product: Hubbell Control Solutions, NX On-Fixture Module.
 2. As indicated in the specifications and as shown on the plans, install Hubbell Control Solutions NXOFM series wireless On-Fixture Control Module(s).
 3. As indicated in the specifications and as shown on the plans, install Hubbell Control Solutions NXOFM series wireless On-Fixture Control Module(s).
 4. NXSMP Series Sensor Module Occupancy/Vacancy sensor shall be available with the following 360° coverage patterns:
 - a. SMI/LMI – 1:1 (mounting height to radius) up to 14 feet.
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- b. OMNI – 1:1.5 (mounting height to radius) up to 14 feet.
 - c. LMO – 1:3 (mounting height to radius) up to 16 feet.
 - d. HMO – 1:1.4 (mounting height to radius) up to 45 feet indoors / 32 feet outdoors.
5. NXSMP Series Sensor Module daylight sensor shall continually measure the amount of visible light under the lighting fixture to provide continuous On/Off and full range dimming control of fixture or group under its control.
 6. NXSMP Series Sensor Module daylight sensor shall utilize a closed loop daylight harvesting algorithm to maintain the required light level in response to changes in daylight.
 7. NXSMP Series Sensor Module daylight sensor shall have independently programmable ramp up and ramp down times to allow the sensor to respond quickly to decrease in daylight and respond more slowly to increase in daylight to minimize the effect of sudden changes in daylight.
 8. NXSMP Series Sensor Module daylight sensor shall be capable of being programmed for active and inactive times.
 9. NXSMP Series Sensor Module daylight sensor shall include non-volatile memory for retaining device settings during power outages.
- C. NX Occupancy Output Interface
1. Basis of Design Product: Hubbell Control Solutions, NXRO Series Occupancy Output Interface Module.
 2. NX Occupancy Output Interface shall communicate the occupancy state of an NX control zone to HVAC or other building systems using a contact closure.
 3. NX Occupancy Output Interface shall connect to a SmartPORT™ and provide the aggregate occupancy state of the zone as reported by one or more occupancy sensors.
 4. NX Occupancy Output Interface shall mount to a standard 4 11/16" junction box.
 5. NX Occupancy Output Interface shall have a removable terminal block for input connection.
 6. NX Occupancy Output Interface shall be powered by NX SmartPORT.
 7. NX Occupancy Output Interface shall support multiple occupancy sensors in a zone.
 8. NX Occupancy Output Interface shall feature a low voltage Form-C relay for Normally Closed / Normally Open operation.
 9. NX Occupancy Output Interface shall be a low voltage device: 24VDC.

2.04 NETWORK AREA CONTROLLER

- A. NX Area Controller
1. Basis of Design Product: Hubbell Control Solutions, NXAC Series Area Controller.
 2. NX Area Controller shall provide a simple and highly intuitive graphical user interface (GUI) to the NX Distributed Intelligence Lighting Control System via a personal computer.
 3. NX Area Controller shall enable any PC with a standard web-browser to interface with the NX system through a built-in web server.
 4. NX Area Controller shall enable system users to easily program, monitor and control (locally or remotely) the functions of the NX system.
 5. NX Area Controller shall connect to the NX HubbNET™ network providing communication with the NX Room Controllers, NX Lighting Control Panels, NX SmartPORT™ Modules and other wired NX system components.
 6. NX Area Controller shall have the ability to communicate by means of TCP/IP over Ethernet allowing enterprise connectivity between the NX Distributed Lighting Control System and external LAN or WAN networks.
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7. NX Area Controller shall use NX Wireless Access Points to extend connectivity to NX Wireless Room Controllers and Fixture Modules.
 8. NX Area Controller shall be capable of communicating with Building Automation System via an embedded BACnet™ client using the BACnet IP protocol.
 9. NX Area Controller shall enable the connection of multiple users simultaneously.
 10. NX Area Controller shall feature user account/password management.
 11. Construction:
 - a. NX Area Controller electronics shall be housed in a NEMA 1 industrial grade enclosure suitable for surface wall mounting in an electrical/mechanical room.
 - b. The enclosure shall measure 13.5" H x 14.5" W x 4" D and include a screw on cover with a hinged locking door.
 - c. Provide standard knock outs eliminating the need for field drilling or cutting of the enclosure which could damage the electronics.
 12. Electrical:
 - a. NX Area Controller shall have a 120VAC, 60Hz hard wired supply connection. Servers or controllers using plug-in type power sources shall not be acceptable.
 13. Functional:
 - a. NX Area Controller shall function as a web server allowing the user interface to be accessible through a standard web browser.
 - b. The installation of software shall not be required. At a minimum, the user interface shall provide the following functions:
 - 1) Automatic discovery of NX system devices.
 - 2) Commissioning of devices into logical Areas and Zones, provide a minimum of 128 areas each with 128 zones.
 - 3) Display the entire system in a logical navigation tree view.
 - 4) Allow the user to name Zones, Groups, Presets, Schedules and individual loads.
 - 5) Set up control functions for system inputs and outputs.
 - 6) Monitor status and override individual relays and dimmers.
 - 7) Set up and download schedules to panels and room controllers.
 - 8) Monitor real-time power use at each room controller.

2.05 NETWORK MODULES

- A. NX HubbNET™ Radio Module
 1. Basis of Design Product: Hubbell Control Solutions, NXRM Series HubbNET Radio Module.
 2. NX HubbNET Radio Module shall allow a luminaire equipped with the NXFM In-Fixture Module to be promoted wirelessly from standalone operation to full network participation.
 3. NX HubbNET Radio Module shall plug into the SmartPORT™ connector on the NXFM In-Fixture Module and is mounted through an 1.25" aperture in the luminaire housing.
 4. NX HubbNET Radio Module shall feature a low-profile housing for minimal visual impact.
 5. NX HubbNET Radio Module shall feature an O-ring gasket to provide watertight seal to luminaire housing.
 6. NX HubbNET Radio Module shall have an integrated and compact PCB F antenna and shall not require an external antenna.
 7. NX HubbNET Radio Module shall integrate seamlessly into the NX HubbNET network.
 8. NX HubbNET Radio Module shall have an RF frequency of 2.4GHz.
 - B. NX Network Interface Module:
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1. Basis of Design Product: Hubbell Control Solutions, NXDHI Series Device Network Interface Module.
 2. NX Network Interface Module shall provide network connection and power to accessory components including NX Dry Contact Interface and NX SmartPORT Modules.
 3. NX Network Interface Module shall be discoverable by the NX Area Controller and controllable through web browser interface.
 4. NX Network Interface Module shall repeat network communication signal to extend network length.
 5. NX Network Interface Module shall feature integral link indicators confirming network segment status.
 6. NX Network Interface Module shall feature a power LED indicator confirming presence of accessory DC power on NX HubbNET segment.
 7. NX Network Interface Module shall feature dual RJ45 HubbNET input and output jacks to enable module to be inserted anywhere along the HubbNET network as needed.
 8. Construction:
 - a. Extruded and sheet aluminum.
 - b. Weight: 6 oz (170.1g).
 - c. Mounting: 1.38" (35mm) DIN rail.
 9. Electrical:
 - a. Input: 24VDC, 800mA max current via HubbNET network cable.
 - b. Output: 24VDC power supplied to connected accessory modules.
 10. NX Network Interface Module shall be Title 24 Compliant.
- C. NX Dry Contact Interface Module
1. Basis of Design Product: Hubbell Control Solutions, NXDCIO Series Dry Contact Interface Module.
 2. NX Dry Contact Interface Module shall provide a simple way to incorporate standard dry contact inputs and outputs into the NX lighting control system.
 3. NX Dry Contact Interface Module shall accommodate dry contact input closures from building automation, fire, security, and many other types of systems.
 4. NX Dry Contact Interface Module shall be programmable from the NX Area Controller.
 5. NX Dry Contact Interface Module shall feature (6) individually programmable dry contact inputs with or without pilots.
 6. NX Dry Contact Interface Module shall accommodate 2 and 3 wire inputs (momentary or maintained).
 7. NX Dry Contact Interface Module shall feature (6) individually programmable Form-C dry contact outputs.
 8. NX Dry Contact Interface Module shall have removable terminal blocks for easy connections.
 9. NX Dry Contact Interface Module shall feature DIN rail mounting.
 10. NX Dry Contact Interface Module shall be a low voltage device: 24VDC.

2.06 NETWORK ACCESSORIES

- A. NX Bluetooth® Radio Bridge with Real Time Clock
1. Basis of Design Product: Hubbell Control Solutions, NXBTC Series Bluetooth Radio Controller.
 2. NX Bluetooth Radio Bridge with Real Time Clock shall provide a wireless communication bridge for communications via iOS® or Android™ smart device apps.
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3. NX Bluetooth Radio Bridge with Real Time Clock shall connect to and be powered by an NX SmartPORT™.
 4. NX Bluetooth Radio Bridge with Real Time Clock shall use Bluetooth technology allowing the radio to easily pair with a smart phone or tablet.
 5. NX Bluetooth Radio Bridge with Real Time Clock shall communicate with the NX system for setup and control from a smart device.
 6. NX Bluetooth Radio Bridge with Real Time Clock shall feature a real time clock and allow schedules to be downloaded and run in stand-alone NX Room Controller applications without a network..
 7. NX Bluetooth Radio Bridge with Real Time Clock shall provide password protections for user access preventing unauthorized Bluetooth connection of a smart device.
 8. NX Bluetooth Radio Bridge with Real Time Clock shall use Bluetooth Version 4.1.
 9. NX Bluetooth Radio Bridge with Real Time Clock shall feature an LED status indicator for successful connections.
 10. NX Bluetooth Radio Bridge with Real Time Clock shall have a RJ45 plug-in connection to NX SmartPORT.
 11. NX Bluetooth Radio Bridge with Real Time Clock shall be a low voltage 24VDC device.
 12. NX Bluetooth Radio Bridge with Real Time Clock shall be rated for return air plenum.

2.07 SOFTWARE INTERFACES

- A. NX Area Controller Graphical User Interface (GUI):
 1. NX Area Controller GUI shall serve as a primary interface for the networked lighting system, providing communication with lighting control panels, room controllers, fixture modules, and other wired system components and through wireless access point to wireless room controllers and fixture modules.
 2. NX Area Controller GUI shall be accessible via conventional PC web browser through the NXAC Series Area Controller's built-in web server.
 3. NX Area Controller GUI shall enable users to program, monitor, and administer the NX Lighting Control System from any location without additional software.
 4. NX Area Controller GUI shall include an embedded BACnet IP client that is field configurable, enabling integration of lighting control system and building automation system.
 - B. NX controlHUBB Mobile App
 1. NX controlHUBB Mobile App shall provide Bluetooth® wireless setup and configuration of NX system devices and luminaires equipped with an NX In-Fixture Module and smart sensor.
 2. NX controlHUBB Mobile App shall be available in Android and iOS versions for free download from Google Play™ or Apple® App Store.
 3. NX controlHUBB Mobile App shall communicate with NX Room Control devices via a NXBTR, NXBTC, or NXSMP sensor radio modules via Bluetooth BLE.
 4. NX controlHUBB Mobile App shall enable easy setup and configuration of NX room devices and NX panels.
 5. NX controlHUBB Mobile App shall enable users to create custom schedules and presets.
 6. NX controlHUBB Mobile App shall be able to configure SpectraSync™ or SpectraClean™ enabled luminaires.
 7. NX controlHUBB Mobile App shall globally discover wireless enabled luminaires and devices.
 8. NX controlHUBB Mobile App shall include the IntelliSCOPE™ visual diagnostic tool for real-time calibration and testing of NX digital smart sensors.
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- A. Manufacturers:
 - 1. Intermatic, Inc: www.intermatic.com/#sle.
 - 2. Tork, a division of NSI Industries LLC: www.tork.com/#sle.
- B. Digital Electronic Time Switches:
 - 1. Description: Factory-assembled solid state programmable controller with LCD display, listed and labeled as complying with UL 916 or UL 917.
 - 2. Program Capability:
 - a. 24-Hour Time Switches: channel, with same schedule for each day of the week.
 - b. 7-Day Time Switches: channel, capable of different schedule for each day of the week.
 - 3. Provide automatic daylight savings time and leap year compensation.
 - 4. Provide power outage backup to retain programming and maintain clock.
 - 5. Manual override: Capable of overriding current schedule both permanently and temporarily until next scheduled event.
 - 6. Output Switch Configuration: As required to control the load indicated on drawings.
 - 7. Output Switch Contact Ratings:
 - a. Resistive Load: Not less than 30 amps.
 - 8. Provide lockable enclosure; environmental type per NEMA 250
 - a. Indoor clean, dry locations: Type 1.

2.09 CONDUCTORS AND CABLING

- A. Power Supply Side of Remote-Control Power Sources: Comply with network manufacturer's requirements and requirements of Division 26 Section "Low-Voltage Electrical Power Conductors."

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Prior to installation, contractor shall examine work area to verify measurements, all wire type and routing requirements, and that commencing installation complies with manufacturer's requirements.
- C. Where variations from the general specifications or drawings exist, the contractor shall request a clarification prior to rough in or installation.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
- E. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean dirt, debris, and other foreign materials prior to starting work.

3.03 INSTALLATION

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
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- B. Lighting controls shall be installed in accordance with manufacturer's instructions, guidelines and submittal documents provided by the lighting control manufacturer.
 - C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 - D. All stored and installed lighting control system components shall be adequately protected from dust and dirt.
 - E. Install the work of this Section in accordance with manufacturer's printed instructions unless otherwise indicated.
 - F. Lighting control system components shall only be installed in spaces that meet the following environmental conditions:
 - 1.
 - 2. Relative Humidity: 10 – 90 percent, noncondensing.
 - G. Identify lighting control devices in accordance with Section 260553.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for additional requirements.
- B. Inspect each lighting control device for damage and defects.
- C. Correct wiring deficiencies and replace damages or defective lighting control devices

3.05 ADJUSTING

- A. Adjust time switch settings to achieve desired operation schedule as indicated or as directed by Architect/Engineer. Record settings in written report to be included with submittals.
- B. Adjust external sliding shields on outdoor photo controls under optimum lighting conditions to achieve desired turn-on and turn-off activation as indicated or as directed by Architect/Engineer.
- C. Adjust daylighting controls under optimum lighting conditions after all room finishes, furniture, and window treatments have been installed to achieve desired operation as indicated or as directed by Architect. Record settings in written report to be included with submittals. Readjust controls calibrated prior to installation of final room finishes, furniture, and window treatments that do not function properly as determined by Architect/Engineer.

3.06 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.07 TECHNICAL SUPPORT

- A. Manufacturer shall provide reasonable access to factory direct telephone technical support during normal business hours.

3.08 FACTORY COMMISSIONING

- A. The system manufacturer shall provide a factory authorized field engineer to the project site after installation has been completed and prior to system energization for the purpose of testing and adjustment of the system for a minimum of 1 full day. Factory field engineer shall test and verify all system functions and ensure proper operation of the system components in accordance with the specifications and on-site conditions. The installing contractor shall notify the system manufacturer in writing that the system is completely wired and ready to be energized and tested 2 weeks prior to scheduling a field engineer for start-up of the system.
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Should the field engineer arrive on the job site and find the installation incomplete, the installing contractor shall pay the cost of any future visits by the field engineer required to complete the system start-up.

- B. Factory field engineer shall instruct owner's staff on how to adjust, operate and maintain lighting systems; and provide instruction using the system software.
- C. During the start-up procedure, the factory field engineer shall provide programming assistance and guidance to the building operating personnel in order to program the systems for initial operation.
- D. Allow for up to 4 hours of on-site training on the use and maintenance of the lighting control system to be scheduled at the completion of startup and programming of the system.

3.09 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. See Section 01 7900 - Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of lighting control devices to Architect/Engineer, and correct deficiencies or make adjustments as directed.
- D. Training: Train Owner's personnel on operation, adjustment, programming, and maintenance of lighting control devices.

END OF SECTION

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**SECTION 26 5600
EXTERIOR LIGHTING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Exterior luminaires.
- B. Ballasts.
- C. Poles and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0533.16 - Boxes for Electrical Systems.
- D. Section 26 0923 - Lighting Control Devices.

1.03 REFERENCE STANDARDS

- A. IEEE C2 - National Electrical Safety Code 2017.
- B. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products 2019.
- C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules 2019.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- E. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems 2006.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 1598 - Luminaires Current Edition, Including All Revisions.
- H. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
 - 2. Notify Architect/Engineer 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. Shop Drawings:
 - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
 - 2. Provide photometric calculations where luminaires are proposed for substitution.
 - C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:
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- a. Include estimated useful life, calculated based on IES LM-80 test data.
- 2. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- E. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturer warranty for all 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, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.03 BALLASTS AND DRIVERS

- A. Ballasts/Drivers - General Requirements:
 - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
 - 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

- B. Dimmable LED Drivers:
 - 1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
 - 2. Control Compatibility: Fully compatible with the dimming controls to be installed.

2.04 POLES

- A. All Poles:
 - 1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.
 - 2. Mounting: Install on concrete foundation, height as indicated on the drawings, unless otherwise indicated.
 - 3. Unless otherwise indicated, provide with the following features/accessories:
 - a. Top cap.
 - b. Anchor bolts with leveling nuts or leveling shims.
 - c. Anchor base cover.
 - d. Pole-top tenon, [] inch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. 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 in accordance with NECA/IESNA 501.
 - 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. Pole-Mounted Luminaires:
 - 1. Maintain the following minimum clearances:
 - a. Comply with IEEE C2.
 - b. Comply with utility company requirements.
 - 2. Foundation-Mounted Poles:
 - a. Install foundations plumb.
 - b. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
 - c. Tighten anchor bolt nuts to manufacturer's recommended torque.
 - d. Install non-shrink grout between pole anchor base and concrete foundation, leaving small channel for condensation drainage.
 - e. Install anchor base covers or anchor bolt covers as indicated.
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3. Grounding:

- a. Bond luminaires, metal accessories, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.

G. Install accessories furnished with each luminaire.

H. Bond products and metal accessories to branch circuit equipment grounding conductor.

I. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - DO NOT USE BSD 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/Engineer.

3.05 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect/Engineer. Secure locking fittings in place.

B. Luminaires with Field-Rotatable Optics: Position optics according to manufacturer's instructions to achieve lighting distribution as indicated or as directed by Architect/Engineer.

3.06 CLEANING

A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.07 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

B. Demonstration: Demonstrate proper operation of luminaires to Architect/Engineer, and correct deficiencies or make adjustments as directed.

3.08 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

END OF SECTION 26 5600

SECTION 31 1000
SITE CLEARING
PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Stripping and stockpiling rock.
 - 6. Removing above- and below-grade site improvements.
 - 7. Disconnecting, capping or sealing
- B. Temporary erosion and sedimentation control.

1.03 RELATED REQUIREMENTS:

- A. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.04 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.05 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.06 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.07 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
 - B. Topsoil stripping and stockpiling program.
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- C. Rock stockpiling program.
- D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
- E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.08 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
- B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.09 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify Dig Safe System for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- F. t- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.04 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
 1. Arrange with utility companies to shut off indicated utilities.
 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.05 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 3. Use only hand methods or air spade for grubbing within protection zones.
 4. Chip removed tree branches and stockpile in areas approved by Architect.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.06 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.07 STOCKPILING ROCK

- A. Remove from construction area naturally formed rocks that measure more than 1 foot across in least dimension. Do not include excavated or crushed rock.
 - 1. Separate or wash off non-rock materials from rocks, including soil, clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

3.08 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Burning tree, shrub, and other vegetation waste is permitted according to burning requirements and permitting of authorities having jurisdiction. Control such burning to produce the least smoke or air pollutants and minimum annoyance to surrounding properties. Burning of other waste and debris is prohibited.
- C. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 1000

**SECTION 31 2000
EARTH MOVING
PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Excavating and filling for rough grading the Site.
 - 2. Preparing subgrades for slabs-on-grade, walks, pavements, turf, and grasses.
 - 3. Excavating and backfilling for buildings and structures.
 - 4. Drainage course for concrete slabs-on-grade.
 - 5. Subbase course for concrete walks and pavements.
 - 6. Subbase course for asphalt paving.
 - 7. Subsurface drainage backfill for walls and trenches.
 - 8. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.03 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
 - B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
 - C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
 - D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
 - E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
 - F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
 - G. Fill: Soil materials used to raise existing grades.
 - H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
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- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
 - K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
 - L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct pre-excavation conference at the Project site.
 - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
 - d. Extent of trenching by hand or with air spade.
 - e. Field quality control.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Controlled low-strength material, including design mixture.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.

1.07 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
 - B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
 - C. Utility Locator Service: Notify "Dig Safe System" for area where Project is located before beginning earth-moving operations.
 - D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 015000 "Temporary Facilities and Controls" and Section 311000 "Site Clearing" are in place.
 - E. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
 - F. The following practices are prohibited within protection zones:
 - G. Storage of construction materials, debris, or excavated material.
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1. Parking vehicles or equipment.
 2. Foot traffic.
 3. Erection of sheds or structures.
 4. Impoundment of water.
 5. Excavation or other digging unless otherwise indicated.
 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- H. Do not direct vehicle or equipment exhaust towards protection zones.
- I. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Course: Narrowly graded mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
- G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- H. Sand: ASTM C 33/C 33M; fine aggregate.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.02 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Survivability: As follows:
 - a. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - b. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - c. Tear Strength: 56 lbf; ASTM D 4533.
 - d. Puncture Strength: 56 lbf; ASTM D 4833.
 3. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

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- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Survivability: As follows:
 - a. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - b. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - c. Tear Strength: 90 lbf; ASTM D 4533.
 - d. Puncture Strength: 90 lbf; ASTM D 4833.
 3. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 4. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 5. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.03 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting, flowable concrete material produced from the following:
1. Portland Cement: ASTM C 150/C 150M, Type II
 2. Fly Ash: ASTM C 618, Class C or F.
 3. Normal-Weight Aggregate: ASTM C 33/C 33M, 3/4-inch nominal maximum aggregate size.
 4. Foaming Agent: ASTM C 869/C 869M.
 5. Water: ASTM C 94/C 94M.
 6. Air-Entraining Admixture: ASTM C 260/C 260M.
- B. Produce low-density, controlled low-strength material with the following physical properties:
- C. Compressive Strength: 80 psi to 140 psi, when tested according to ASTM C495/C495M.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.03 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction.

3.04 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.05 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.06 SUBGRADE INSPECTION

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If Owner's Representative determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Revise locations for proof-rolling in first paragraph below if required; revise type of vehicle and minimum weight to suit Project. Proof-rolling can be used for wide areas, not trenches.
- D. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction.

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2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
 - E. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - F. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.07 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.08 STORAGE OF SOIL MATERIALS

- A. Stockpiles borrow soil materials and excavate satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.09 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring, bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
 - B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
 - C. Backfill voids with satisfactory soil while removing shoring and bracing.
 - D. Initial Backfill:
 1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
 2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.
 - E. Final Backfill:
 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
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2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- F. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under building slabs, use engineered fill.
 5. Under footings and foundations, use engineered fill.

3.12 PLACE SOIL FILL ON SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698.
 1. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.16 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
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- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
 - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
 - 2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course to required crown elevations and cross-slope grades.
 - 4. Place subbase course 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
 - 7. ASTM D 698.

3.18 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material classification and maximum lift thickness comply with requirements.
 - 3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.
 - B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
 - C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
 - D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
 - E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
 - F. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
 - 1. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
-

2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.
- G. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify, and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 2000

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**SECTION 31 2316.13
TRENCHING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Backfilling and compacting for utilities outside the building [_____].

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - DO NOT USE BSD Unit Prices, for general requirements applicable to unit prices for earthwork.

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Indicated on drawings.

1.04 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18 in.) Drop 2021.
- B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates 2019.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)) 2012 (Reapproved 2021).
- D. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)) 2012 (Reapproved 2021).

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS**2.01 FILL MATERIALS**

- A. General Fill: Subsoil excavated on-site.
- B. Granular Fill - Gravel - Fill Type Crusher Run: Pit run washed stone; free of shale, clay, friable material and debris.
 - 1. Graded in accordance with ASTM C136/C136M, within the following limits:
 - a. 2 inch sieve: 100 percent passing.
 - b. 1/4 inch sieve: 25 to 60 percent passing.
 - c. No. 40: 5 to 40 percent passing.
 - d. No. 200: 0 to 10 percent passing.
- C. Topsoil: Topsoil excavated on-site Topsoil excavated on-site.

2.02 SOURCE QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for general requirements for testing and analysis of soil material.
 - B. If tests indicate materials do not meet specified requirements, change material and retest.
-

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that survey bench marks and intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain and protect from damage.
- C. Protect plants, lawns, rock outcroppings, and other features to remain.
- D. Grade top perimeter of trenching area to prevent surface water from draining into trench. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by the Architect/Engineer.

3.03 TRENCHING

- A. Notify Architect/Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove excavated material that is unsuitable for re-use from site.
- G. Remove excess excavated material from site.
- H. Provide temporary means and methods, as required, to remove all water from trenching until directed by the Architect/Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.
- I. Determine the prevailing groundwater level prior to trenching. If the proposed trench extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Architect/Engineer.

3.04 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.05 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.
 - B. Employ a placement method that does not disturb or damage other work.
 - C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
 - D. Maintain optimum moisture content of fill materials to attain required compaction density.
 - E. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
 - F. Correct areas that are over-excavated.
 - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
 - G. Compaction Density Unless Otherwise Specified or Indicated:
 - H. Reshape and re-compact fills subjected to vehicular traffic.
-

3.06 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. Conduits:
 - 1. Bedding: Use general fill.
 - 2. Cover with general fill.
 - 3. Fill up to subgrade elevation.
 - 4. Compact in maximum 8 inch lifts to 95 percent of maximum dry density.

3.07 TOLERANCES

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.08 FIELD QUALITY CONTROL

- A. See Section 01 4000 - DO NOT USE BSD Quality Requirements, for general requirements for field inspection and testing.
- B. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D1557 ("modified Proctor"), AASHTO T 180, or ASTM D698 ("standard Proctor").
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- D. Frequency of Tests: [_____].

3.09 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION 31 2316.13

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**SECTION 31 5000
EXCAVATION SUPPORT AND PROTECTION****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. Section includes temporary excavation support and protection systems.

1.03 SUBMITTALS

- A. Delegated-Design Submittal: For excavation support and protection systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Professional Engineer: Experience with providing delegated-design engineering services of the type indicated, including documentation that engineer is licensed in the State in which Project is located.
- B. Architect/Engineer will not be responsible for review shoring design. Furnish record copy for Architect and Structural Engineer.

1.04 FIELD CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 - 1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
 - 2. Do not proceed with interruption of utility without written permission.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 - 1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection according to the performance requirements.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 PRODUCTS**2.01 PERFORMANCE REQUIREMENTS**

- A. Provide, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.
 - 1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.
-

2.02 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Excavation shoring or underpinning materials shall be designed and provided to resist the influence of any surcharge loads from adjacent existing structures, roadways, etc. shown on the Contract Drawings.
- C. Materials shall be provided with enough size and strength rating as determined by the application.

PART 3 EXECUTION**3.01 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
 - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, 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 authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.02 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.03 SHEET PILING

- A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.
- B. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- C. Cut tops of sheet piling to uniform elevation at top of excavation.

3.04 TIEBACKS

- A. Drill, install, grout, and tension tiebacks.
 - B. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.
 - 1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.
-

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- C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.05 BRACING

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
 - 1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
 - 2. Install internal bracing if required to prevent spreading or distortion of braced frames.
 - 3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.06 FIELD QUALITY CONTROL

- A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.
- B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.
- C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.07 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
 - 1. Remove excavation support and protection systems to a minimum depth of 60 inches below overlying construction and abandon remainder.
 - 2. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."
 - 3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place.

END OF SECTION 31 5000

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**SECTION 32 1216
ASPHALT PAVING
PART 1 GENERAL****1.01 SUMMARY**

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Hot-mix asphalt overlay.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
 - 3. Job-Mix Designs: For each job mix proposed for the Work.

1.04 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each paving material, by a qualified testing agency.

1.05 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 2. Asphalt Surface Course: Minimum surface temperature of 50 deg F at time of placement.

PART 2 PRODUCTS**2.01 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag meeting the NYSDOT requirements for Coarse Aggregate 703-02.
- C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof meeting the NYSDOT requirements for Fine Aggregate 703-01.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.02 ASPHALT MATERIALS

- A. Asphalt Binder: NYSDOT Performance Grade Binder designation PG 64S-22.
 - B. Asphalt Cement: Meeting the requirements of NYSDOT Table 702-2.
-

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- C. Tack Coat: Meeting the requirements of NYSDOT Table 702-5 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
 - D. Water: Potable.

2.03 AUXILIARY MATERIALS

- A. Paving Geotextile: Where specified on Contract Drawings. AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- B. Joint Sealant: ASTM D 6690, Type II, hot-applied, single-component, polymer-modified bituminous sealant on NYSDOT-Approved List.

2.04 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes with NYSDOT mix requirements and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: NYSDOT 402.377903.
 - 3. Binder Course: NYSDOT 402.257903. NYSDOT 402.197903 may be required should pavements be left open to traffic over a Winter season. Coordinate final selection with Owner's Representative.
 - 4. Top Course: NYSDOT 402.097303.
- B. Emulsified-Asphalt Slurry: ASTM D 3910, Type 1.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

3.03 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth as indicated on the Contract Documents.
 - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 - 3. Control rate of milling to prevent tearing of existing asphalt course.
 - 4. Repair or replace curbs, driveway aprons, manholes, and other construction damaged during cold milling.
 - 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
-

6. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.
7. Unless otherwise specified in the Contract Documents, remove, and legally dispose of milling from the site.
8. Keep milled pavement surface free of loose material and dust.
9. Do not allow milled materials to accumulate on-site.

3.04 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 1. Undersealing: Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseal pieces firmly.
 2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.05 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.06 SURFACE PREPARATION

- A. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.07 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base and binder course in single lifts.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at a minimum temperature of 250 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.08 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.09 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
- D. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent or greater than 100 percent.
- E. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- F. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- G. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
-

- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549/D 3549M.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. Asphalt Traffic-Calming Devices: Finished height of traffic-calming devices above pavement will be measured for compliance with tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979/D 979M.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041/D 2041M, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726/D 2726M.
 - a. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726/D 2726M.
- F. Replace and compact hot-mix asphalt where core tests were taken, if any.
- G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 32 1216

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**SECTION 32 1313
CONCRETE PAVING
PART 1 GENERAL**

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes Concrete Paving Including the Following:
 - 1. Curbs and gutters.
 - 2. Walks.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete"

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - B. Proposed Scoring patterns for flatwork.
 - C. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - D. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
 - E. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Applied finish materials.
 - 6. Bonding agent or epoxy adhesive.
 - 7. Joint fillers.
 - F. Material Test Reports: For each of the following:
 - 1. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
 - G. Field quality-control reports.
 - 1. Applied finish materials.
 - H. Bonding agent or epoxy adhesive.
 - 1. Joint fillers.
 - I. Material Test Reports: For each of the following:
 - 1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
 - J. Field quality-control reports.
-

1.05 QUALITY ASSURANCE

- A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

1.06 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 PRODUCTS**2.01 CONCRETE, GENERAL**

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.02 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
 - B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.
-

2.03 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A 615, Grade 60; deformed.
- C. Plain-Steel Wire: ASTM A 82, as drawn.
- D. Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.

2.04 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, gray Portland cement Type I/II.
 - 2. Fly Ash: ASTM C618 Class C or Class F.
 - 3. Slag Cement: ASTM C989/ C989M Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4S uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Water: Potable and complying with ASTM C 94/C 94M.

2.05 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.

2.06 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
 - a. Euclid Chemical Company (The); an RPM company.
 - b. Scofield, a Business Unit of Sika Corporation.
 - c. R. Meadows, Inc.

2.07 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
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- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Pozzolan: 25 percent.
 - 2. Slag Cement: 50 percent.
 - 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
 - C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - D. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-1/2-inch nominal maximum aggregate size.
 - 1. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-inch nominal maximum aggregate size.
 - 2. Air Content: 5 percent plus or minus 1-1/2 percent for 3/4-inch nominal maximum aggregate size.
 - E. Limit water-soluble, chloride-ion content in hardened concrete to percent by weight of cement.
 - F. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range, water-reducing admixture or plasticizing and retarding admixture in concrete as required for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
 - H. Concrete Mixtures: Normal-weight concrete.
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum W/C Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches, plus or minus 1 inch.

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M[and ASTM C 1116/C 1116M]. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
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- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."
 - C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.03 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.04 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.05 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
 - B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
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3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
 - B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
 - C. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
 - D. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
 - E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
 - F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
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1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement , dowels , and joint devices.
- G. Screed paving surface with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- I. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.07 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.08 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by [moisture curing] [moisture-retaining-cover curing] [curing compound] [or] [a combination of these] as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.09 PAVING TOLERANCES

3.10 COMPLY WITH TOLERANCES IN ACI 117 AND AS FOLLOWS:

- A. Elevation: 3/4 inch.
- B. Thickness: Plus 3/8 inch, minus 1/4 inch.
- C. Surface: Gap below 10-foot-long; unleveled straightedge not to exceed 1/2 inch.
- D. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
- E. Lateral Alignment and Spacing of Dowels: 1 inch.
- F. Vertical Alignment of Dowels: 1/4 inch.
- G. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
- H. Joint Spacing: 3 inches.
- I. Contraction Joint Depth: Plus 1/4 inch, no minus.
- J. Joint Width: Plus 1/8 inch, no minus.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 1. Testing Frequency: Obtain at least one composite sample for each 100-cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- F. Concrete paving will be considered defective if it does not pass tests and inspections.
- G. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- H. Prepare test and inspection reports.

3.12 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 1313

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Ossining UFSD

2021-2022 CIP- AMD Building and Site
Improvements

14428.18

Painted
Pavement
Markings

32 1723.13 1

**SECTION 32 1723.13
PAINTED PAVEMENT MARKINGS**

PART 2 PRODUCTS

1.01 MATERIALS

- A. Line and Zone Marking Paint: MPI (APL) No. 97 Latex Traffic Marking Paint; color(s) as indicated.

END OF SECTION 32 1723.13

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**SECTION 32 5990
RESTORATION OF SURFACES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.03 WORK DEFINED

- 1.04 VARIOUS TYPES OF STREET SURFACES, SHOULDERS, GUTTERS, CULVERTS, GUIDE RAILS, SIDEWALKS, DRIVEWAYS, LAWNS, LANDSCAPE, SIGNS, MAILBOXES, PLANTING BOXES, FENCES, HEDGES, WALLS, TREES, SHRUBBERY, ETC. DISTURBED, DAMAGED, OR DESTROYED DURING THE WORK SHALL BE RESTORED AND/OR REPLACED AND MAINTAINED AS SPECIFIED HEREIN AND AS SHOWN AND DIRECTED.**
- 1.05 THE FINISHED PAVEMENTS, SHOULDERS, SIDEWALKS, AND DRIVEWAYS, GUTTERS, AND CULVERTS SHALL BE MAINTAINED IN SATISFACTORY CONDITION DURING A PERIOD OF ONE YEAR FOLLOWING FINAL ACCEPTANCE OF THE WORK.**
- 1.06 THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND MAINTENANCE OF ALL NEW AND RESTORED TREES, HEDGES, SHRUBS AND GRASS UNTIL FINAL ACCEPTANCE OF THE CONTRACT. ANY TREES OR PLANTINGS DAMAGED SUCH THAT THEY MAY DIE WITHIN A TIME PERIOD OF ONE YEAR AFTER COMPLETION AND ACCEPTANCE OF WORK SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.**
- 1.07 THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND RESET OR PROTECT VARIOUS EXISTING SITE AND LANDSCAPING AMENITIES TO COMPLETE THE WORK. ANY AMENITIES DISTURBED, DAMAGED, OR DESTROYED DURING THE WORK SHALL BE RESTORED AND/OR REPLACED.**
- 1.08 SUBMITTALS**
- 1.09 BEFORE REMOVING ANY HEDGES, SHRUBBERY AND TREES, OR OTHER STRUCTURE OUTSIDE THE WORK AREA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS TO THOSE HE PROPOSES TO REMOVE SO THAT A RECORD CAN BE MADE OF THE TYPE, KIND, AND LOCATION OF SUCH ARTICLES AND THEIR CONDITION BEFORE REMOVAL. ALL ARTICLES TO BE REMOVED SHALL BE INCLUDED ON THE PROJECT VIDEO.**
- 1.10 A SCHEDULE OF REPLACEMENT OPERATIONS SHALL BE WORKED OUT BY THE CONTRACTOR AND APPROVAL OF THE ENGINEER SHALL BE OBTAINED. THE PROGRAM SHALL BE ADHERED TO AND, ANY DEVIATION SHALL BE APPROVED BY THE ENGINEER.**
- 1.11 CONCRETE MIX DESIGN FOR STRUCTURAL CONCRETE SHALL BE SUBMITTED FOR APPROVAL IN CONFORMANCE WITH SECTION 03 3000.**
- 1.12 ADEQUATE COPIES OF CERTIFICATION OF MATERIALS TO INDICATE CONFORMANCE WITH STANDARDS SPECIFIED SHALL BE SUBMITTED.**
- 1.13 PRODUCT DATA FOR SUBBASE AND PAVEMENT MATERIAL.**
- 1.14 QUALITY ASSURANCE**
- 1.15 ALL WORK IN SHALL BE PERFORMED UNDER THE DIRECTION OF INDIVIDUALS EXPERIENCED IN THE RESTORATION WORK REQUIRED.**

PART 2 - PRODUCTS AND MATERIALS

2.01 GENERAL

- 2.02 THE MATERIALS USED IN THE RESTORATION OR REPLACEMENT SHALL PRODUCE A STREET SURFACE, SHOULDER, SIDEWALK, CURB, GUTTER, CULVERT, DRIVEWAY, OR LAWN AND LANDSCAPED AREAS, FENCES, TREES, AND SHRUBBERY EQUAL TO OR BETTER THAN THE CONDITION OF EACH BEFORE THE WORK BEGAN.**
- 2.03 TREES AND SHRUBS (IF APPLICABLE)**
- 2.04 ALL TREES FOR REPLACEMENT OR NEW INSTALLATION SHALL BE HARDY, HEALTHY, NURSERY GROWN WITH STRAIGHT TRUNKS AND SINGLE LEADER, AND SYMMETRICALLY BRANCHED SIX TO SEVEN FEET FROM THE GROUND AND OF OVERALL HEIGHT OF AT LEAST TEN FEET, WITH A MINIMUM DIAMETER BREST HEIGHT OF 3 INCHES.**
-

2.05 ALL SHRUBS INCLUDING ROOT SPREAD AND BALL SIZE SHALL BE IN ACCORDANCE WITH CURRENT EDITION OF U.S.A. STANDARD FOR NURSERY STOCK.

2.06 TOPSOIL

2.07 TOPSOIL SHALL BE APPROVED MATERIAL OBTAINED FROM EXCAVATION AND GRADING WORK UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ALL TOPSOIL SHALL BE 4 INCHES IN DEPTH.

2.08 PERMANENT PAVEMENT

2.09 PAVEMENT MATERIALS SHALL MATCH EXISTING.

PART 3 - EXECUTION

3.01 TEMPORARY RESURFACING AND PERMANENT REPAVING GENERAL MANNER OF EXECUTION

3.02 IMMEDIATELY UPON COMPLETION OF REFILLING OF THE TRENCH OR EXCAVATION, THE CONTRACTOR SHALL PLACE A TEMPORARY SURFACE OVER ALL DISTURBED AREAS OF THE STREETS, DRIVEWAYS, ALLEYS, AND OTHER TRAVELED PLACES WHERE THE ORIGINAL SURFACE HAS BEEN DISTURBED BY HIS OPERATION. THE TEMPORARY SURFACE SHALL BE SAFE FOR PUBLIC TRAVEL, AND PROVIDED AT NO COST TO THE OWNER. THIS WORK SHALL BE PERFORMED PROMPTLY AND AS DIRECTED BY THE ENGINEER. IF SUCH WORK IS NOT COMPLETED WITHIN THE 24 HOURS OF WRITTEN NOTICE, THEN THE ENGINEER SHALL ORDER THE WORK DONE BY OTHERS AND THE COST OF THE SAME WILL BE DEDUCTED FROM THE CONTRACT PRICE.

3.03 THE TEMPORARY PAVEMENT SURFACE SHALL CONSIST OF AN ASPHALT BITUMINOUS WEARING SURFACE AND/OR GRANULAR MATERIAL PLACED UPON THE REQUIRED TRENCH BACKFILL MATERIAL. THE TEMPORARY ASPHALT SURFACE SHALL BE MAINTAINED AS NECESSARY TO MINIMIZE TRAFFIC DISTURBANCE.

3.04 THE PERMANENT AND FINAL REPAVING OF ALL STREETS, DRIVEWAYS, AND SIMILAR SURFACES WHERE PAVEMENT HAS BEEN REMOVED, DISTURBED, SETTLED, OR DAMAGED BY OR ON ACCOUNT OF THE WORK OF THE CONTRACTOR, SHALL BE REPAIRED AND REPLACED BY THE CONTRACTOR, BY A NEW AND SIMILAR PAVEMENT AT SUCH TIME AS DIRECTED. ALL NEW SURFACES SHALL BE REPLACED IN TYPE, KIND, AND QUALITY TO THE ORIGINAL. PAVEMENT IN STATE HIGHWAYS, COUNTY HIGHWAYS, CITY, VILLAGE, OR TOWN ROADS SHALL CONFORM TO THE REQUIREMENTS OF THEIR ESTABLISHED STANDARDS.

3.05 PRIOR TO PLACING NEW PAVEMENT, ANY TEMPORARY PAVEMENT SHALL BE REMOVED. ALL SERVICE BOXES, MANHOLE FRAMES, AND COVERS AND SIMILAR STRUCTURES WITHIN THE AREA OF PAVEMENT TO BE REPAIRED SHALL BE SET TO MATCH EXISTING GRADES. THE NEW PAVEMENT SHALL BE COMPACTED WITH TEN TON ROLLER. ALL JOINTS SHALL BE SAW CUT, TACK COATED, AND TRIMMED TO PROVIDE A SMOOTH SURFACE. CONTRACTOR SHALL MAINTAIN THE PERMANENT PAVEMENT FOR ONE YEAR AFTER THE PLACEMENT AND ACCEPTANCE. ANY DEPRESSION OR FAILURE OF THE PAVEMENT SHALL BE CORRECTED PROMPTLY AT NO COST TO THE OWNER.

3.06 TREES

3.07 ALL TREES SHALL BE PLACED IN ACCORDANCE WITH SUPPLIERS RECOMMENDATIONS.

3.08 GUTTERS, CULVERTS, AND STONE WALLS

- 3.09 THE CONTRACTOR SHALL PERMANENTLY REPAIR AND REPLACE ALL GUTTERS, CULVERTS, AND STONE WALLS, WHERE THE SAME HAVE BEEN BROKEN, INJURED, OR DISTURBED BY THE CONTRACTOR, IN EXECUTING ANY OF THE WORK COVERED BY THE CONTRACT. HE SHALL RESTORE THE SAME IN A MANNER, TO A CONDITION AND WITH MATERIAL, EITHER NEW OR OLD AS REQUIRED, SIMILAR AND EQUAL TO THAT EXISTING BEFORE SUCH CONSTRUCTION WAS MADE.**
- 3.10 FENCES, GUIDE RAIL, STONE WALLS**
- 3.11 WHERE IT IS NECESSARY TO REMOVE A FENCE, GUIDE RAIL, STONE WALL, OR PORTION THEREOF, THE CONTRACTOR SHALL CAREFULLY REMOVE AND PRESERVE SUCH AND, UPON COMPLETION OF THE WORK AT THAT POINT, SHALL RESTORE THE FENCE, GUIDE RAIL, OR STONE WALL TO ITS ORIGINAL POSITION IN AS GOOD CONDITION AS IT WAS BEFORE REMOVAL.**
- 3.12 ANY DAMAGE CAUSED BY THE OPERATIONS OF THE CONTRACTOR UNDER THIS CONTRACT TO EITHER THE UNMOVED OR THE REMOVED PORTIONS SHALL BE RESTORED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE.**
- 3.13 MAINTENANCE**
- 3.14 PROPERLY MAINTAIN ALL TURFED AREAS BY WATERING, CULTIVATING, WEEDING, MOWING, RE-SEEDING, FILLING ERODED AREAS AND ALL OTHER REPAIRS AND REPLACEMENTS UNTIL FINAL ACCEPTANCE OF THE WORK.**
- 3.15 RE-SEED ALL AREAS WHERE SEED HAS FAILED TO GERMINATE AND WHERE SEEDED AREAS HAVE BEEN DAMAGED BY EROSION, PEOPLE, VEHICULAR TRAFFIC OR OTHER CAUSES.**
- 3.16 ANY DEPRESSION OR FAILURE OF TEMPORARY OR PERMANENT PAVEMENT SHALL BE CORRECTED PROMPTLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR TO ALL EXISTING ASPHALT CONCRETE PAVEMENT IF DAMAGED AS A RESULT OF THIS WORK.**

END OF SECTION 32 5990

**SECTION 32 9113
SOIL PREPARATION
PART 1 GENERAL**

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.

1.03 ALLOWANCES

- A. Preconstruction and field quality-control testing are part of testing and inspecting allowance.

1.04 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
 - B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended, or unamended soil as indicated.
 - C. CEC: Cation exchange capacity.
 - D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
 - E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
 - F. Imported Soil: Soil that is transported to Project site for use.
 - G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
 - H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
 - I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
 - J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
 - K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
 - L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
 - M. SSSA: Soil Science Society of America.
 - N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
 - O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
-

P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

Q. USCC: U.S. Composting Council.

1.05 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.06 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for application and use.
2. Include test data substantiating that products comply with requirements.
3. Include sieve analyses for aggregate materials.
4. Material Certificates: For each type of imported soil before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
 - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.07 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.

B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.

C. Field quality-control reports.

1.08 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1.09 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil and imported soil.

1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.10 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.

B. Physical Testing:

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1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D 698 (Standard Proctor).
- C. Chemical Testing:
1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
 2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
 3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
 4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Do not move or handle materials when they are wet or frozen.
 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 PRODUCTS

2.01 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
 2. Class: O, with a minimum of 95 percent passing through a No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.

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- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.
 - C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
 - D. Perlite: Horticultural perlite, soil amendment grade.
 - E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.
 - F. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33.

2.02 ORGANIC SOIL AMENDMENTS

- A. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity of maximum 5 dS/m.
- B. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 6 to 7.5, a soluble-salt content measured by electrical conductivity of maximum 5 dS/m, having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- C. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

PART 3 EXECUTION

3.01 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.02 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
 - B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - C. Mixing: Spread unamended soil to total depth indicated on Drawings, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
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- a. Mix fertilizer with planting soil no more than seven days before planting.
- D. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.03 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.04 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 9113

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**SECTION 32 9200
TURF AND GRASSES
PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Sodding.

1.02 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

1.03 INFORMATIONAL SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- B. Product Certificates: For fertilizers, from manufacturer.
- C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

1.05 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
 - 1. Spring Planting: May 1 through June 15
 - 2. Fall Planting: September 1 through October 15.
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- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.06 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 PRODUCTS

2.01 GRASSES

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as follows:
1. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 40 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 30 percent perennial ryegrass (*Lolium perenne*).
 2. Sod – Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
- C. INORGANIC SOIL AMENDMENTS
- D. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 2. Provide lime in form of ground dolomitic limestone or calcitic limestone.
- E. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- F. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- G. Aluminum Sulfate: Commercial grade, unadulterated.
- H. Perlite: Horticultural perlite, soil amendment grade.
- I. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- J. Sand: Clean, washed, natural or manufactured, and free of toxic materials.
- K. ORGANIC SOIL AMENDMENTS
- L. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
- M. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
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- N. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
 - O. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.02 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.03 PLANTING SOILS

- A. Athletic Field Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 0.25 inch or larger in any dimension and other extraneous materials harmful to plant growth.
- B. Bioretention Planting Soil: Sandy loam, loamy sand, loam (USDA), or a loam/sand mix (containing a minimum 35 – 60% sand by volume); clay content shall be less than 25% by volume; free of stones, stumps, roots or other woody material over 1" in diameter; free of brush or seeds from noxious weeds. A permeability of at least 1.0 feet per day (0.5"/hour) is required.

2.04 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
 - B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.
 - C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
 - D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
 - E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
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- F. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- G. Asphalt Emulsion: ASTM D977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.05 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable, or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.02 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.
 - B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Spread planting soil to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
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2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply fertilizer directly to surface soil before loosening.
 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- G. PREPARATION FOR EROSION-CONTROL MATERIALS
- H. Prepare area as specified in "Turf Area Preparation" Article.
- I. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- J. Fill cells of erosion-control mat with planting soil and compact before planting.
- K. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- L. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.04 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:6 with erosion-control fiber mesh installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.

3.05 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.

3.06 SODDING

- A. Time limit and option in first paragraph below are requirements of TPI's "Guideline Specifications to Turfgrass and Sodding."
- B. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- C. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 1. Lay sod across slopes exceeding 1:3.
 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- D. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.07 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 1. Mow to a height of 1-1/2 to 2 inches.

3.08 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Owner's Representative:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.09 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 32 9200