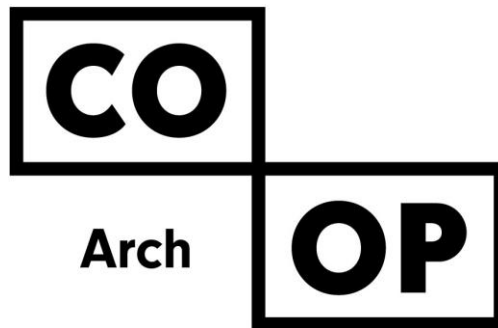


This project manual provides for liquidated damages in the amount of \$300.00 per calendar day for the contractor's delay in completion of the work. See Bid Form, Agreement for Construction, Article 10 of the General Conditions for details.

# **PROJECT MANUAL**

## **Restroom Renovations Lincoln Elementary School Aberdeen, SD**

**CO-OP PROJECT NO. 2259**



## **LIQUIDATED DAMAGES**

The anticipated construction schedule is as follows:

Commencement of Contract: **On or near December 13, 2022**

Commencement of Construction: **May 22, 2023**

Certificate of Substantial Completion: **August 18, 2023**

Final Completion: **August 29, 2023**

FOR EACH DAY PAST THE SUBSTANTIAL COMPLETION DATE, THE DELINQUENT PRIME CONTRACTOR SHALL PAY TO THE OWNER AS A PENALTY BY REASON OF FAILURE OF THE PRIME CONTRACT TO COMPLETE THE WORK REQUIRED OF HIM/HER WITHIN THE AGREED UPON PROGRESS SCHEDULE, A DAILY SUM BASED UPON THE FOLLOWING SCHEDULE:

**(\$300 per calendar day) from August 19, 2023 thru SUBSTANTIAL COMPLETION.**

THE PENALTY ASSESSED HEREUNDER NEITHER SHALL BE IN LIEU OF, NOR SHALL AFFECT ANY OTHER REMEDIES AVAILABLE TO THE OWNER AS A RESULT OF THE FAILURE TO COMPLETE THE WORK WITHIN THE AGREED UPON PROGRESS SCHEDULE. TIME IS OF THE ESSENCE IN CONSTRUING THE TERMS OF THE CONTRACT AND A MATERIAL CONSIDERATION THEREOF. THE PARTIES AGREE THAT DAMAGES IN THE EVENT OF CONTRACTORS BREACH WOULD BE DIFFICULT TO CALCULATE, AND THAT THE FOREGOING IS A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES SUFFERED BY THE OWNER IN THE EVENT OF SUCH BREACH.

THE TIME FOR COMPLETION OF ALL ARCHITECT/ENGINEER/OWNER PUNCHLIST ITEMS SHALL NOT BE LATER THAN:

**7 working days beyond SUBSTANTIAL COMPLETION.**

FOR EACH DAY PAST THE ABOVE DATE, THE DELIQUENT PRIME CONTRACTOR SHALL PAY TO THE OWNER THE FOLLOWING SUM:

**\$150 PER DAY**

THE PENALTY ASSESSED HEREUNDER NEITHER SHALL BE IN LIEU OF, NOR SHALL AFFECT ANY OTHER REMEDIES AVAILABLE TO THE OWNER AS A RESULT OF THE FAILURE TO COMPLETE THE WORK WITHIN THE AGREED UPON PROGRESS SCHEDULE. TIME IS OF THE ESSENCE IN CONSTRUING THE TERMS OF THE CONTRACT AND A MATERIAL CONSIDERATION THEREOF. THE PARTIES AGREE THAT DAMAGES IN THE EVENT OF CONTRACTORS BREACH WOULD BE DIFFICULT TO CALCULATE, AND THAT THE FOREGOING IS AIR AND REASONABLE ESTIMATE OF THE DAMAGES SUFFERED BY THE OWNER IN THE EVENT OF SUCH BREACH.



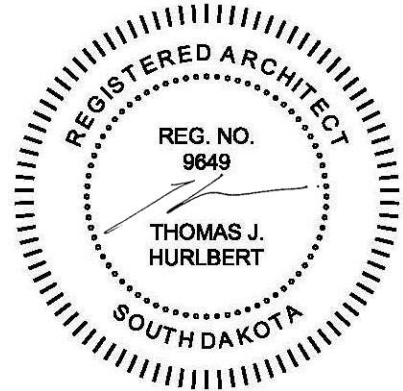
**LINCOLN ELEMENTARY SCHOOL RESTROOM RENOVATIONS  
ABERDEEN, SD**

CO-OP Architecture Project No. 2259

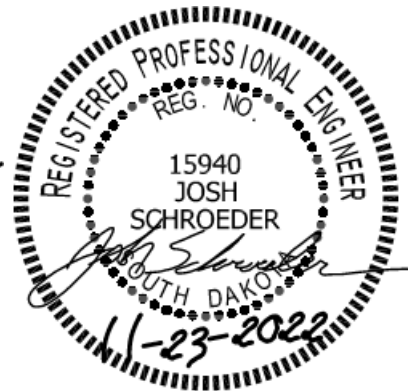
November 23, 2022

Project Contacts:

Architect: CO-OP Architecture  
Mr. Thomas Hurlbert, AIA  
1108 South Main Street. #102  
Aberdeen, SD 57401  
Ph: 605-725-4852



Mechanical & Electrical Engineer: Sichmeller Engineering  
Mr. Travis Sichmeller, P.E.  
Mr. Josh Schroeder, P.E.  
801 Railroad Ave. SE  
Aberdeen, SD 57401  
Ph: 605-225-4344



## **TABLE OF CONTENTS**

Liquidated Damages

Title Sheet

Table of Contents

Index of Drawings

Bidding Information Requirements:

Notice to Bidders

Form of Proposal

Description of Alternates

Instructions to Bidders & General Conditions:

Instructions to Bidders- AIA Document A701

Supplement to Instruction to Bidders

General Conditions- AIA Document A201

Supplements to General Conditions

### **DIVISION 01 - GENERAL REQUIREMENTS**

011000	SUMMARY
012000	PRICE AND PAYMENT PROCEDURES
012300	ALTERNATES
013000	ADMINISTRATIVE REQUIREMENTS
013216	CONSTRUCTION PROGRESS SCHEDULE
014000	QUALITY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017000	EXECUTION AND CLOSEOUT REQUIREMENTS
017800	CLOSEOUT SUBMITTALS
017900	DEMONSTRATION AND TRAINING

### **DIVISION 02 - DEMOLITION**

024100	DEMOLITION
--------	------------

### **DIVISION 03 - CONCRETE**

030510	UNDERSLAB VAPOR BARRIER
033000	CAST-IN-PLACE CONCRETE

### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061000	ROUGH CARPENTRY
068316	FIBERGLASS REINFORCED PANELING

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

079005	JOINT SEALERS
--------	---------------

**DIVISION 08 - OPENINGS**

081113 HOLLOW METAL DOORS AND FRAMES  
081416 FLUSH WOOD DOORS

**DIVISION 09 - FINISHES**

092116 GYPSUM BOARD ASSEMBLIES  
092216 NON-STRUCTURAL METAL FRAMING  
093000 TILING  
099000 PAINTING AND COATING

**DIVISION 10 - SPECIALTIES**

102113.19 PLASTIC TOILET COMPARTMENTS  
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES

**DIVISION 21 – FIRE PROTECTION**

21 0500 GENERAL FIRE PROTECTION REQUIREMENTS  
21 0510 BASIC FIRE PROTECTION MATERIALS AND METHODS  
21 1313 FIRE SUPPRESSION

**DIVISION 22 – PLUMBING**

22 0500 GENERAL PLUMBING REQUIREMENTS  
22 0510 BASIC PLUMBING MATERIALS AND METHODS  
22 0700 PLUMBING SYSTEMS INSULATION  
22 4000 PLUMBING

**DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING (HVAC)**

23 0500 GENERAL HVAC REQUIREMENTS  
23 0510 BASIC HVAC MATERIAL AND METHODS  
23 7000 VENTILATION AND AIR CONDITIONING

**DIVISION 26 - ELECTRICAL**

260100 BASIC MATERIAL AND METHODS  
260200 DEMOLITION  
260500 COMMON WORK RESULTS FOR ELECTRICAL

## LIST OF DRAWING SHEETS

### COVER

### CODE

G100 GENERAL NOTES, CODE & ORIENTATION PLAN

G102 CODE STANDARDS AND SYMBOLS LEGEND

### ARCHITECTURAL

A100 DEMOLITION PLANS & ENLARGED FLOOR PLANS

A101 INTERIOR ELEVATIONS, ROOM FINISH SCHEDULE, FINISH LEGEND, MISC. DETAILS

A102 REFLECTED CEILING PLANS

### MECHANICAL

EM100 MOTOR SCHEDULE, LEGEND & SHEET INDEX

M200 PLUMBING & HYDRONICS DEMOLITION PLAN

M300 PROPOSED PLUMBING & HYDRONICS PLAN

M400 PLUMBING FIXTURE SCHEDULE

M500 HVAC & FIRE PROTECTION PLAN

### ELECTRICAL

E200 ELECTRICAL PLAN

## NOTICE TO BIDDERS

Sealed bids will be received by the Director of Finance on behalf of the Aberdeen School District 06-1, Brown County, South Dakota, at the Finance Office, 1224 South Third Street, Aberdeen, South Dakota 57401, for the **Aberdeen School District – Lincoln Elementary Restrooms Renovations Project**. The bid letting will be held at **1:00 PM CST on Wednesday, December 7<sup>th</sup>, 2022** in the Terry O’Keefe Conference Room at the Aberdeen School District Service Center. A pre-bid meeting will be held at 1:00 PM CST on Wednesday, November 30th, 2022 in the Terry O’Keefe Conference Room at the Aberdeen School District Service Center.

Copies of the Plans and Specifications will be made available to all prime bidders and major subcontractors. Copies of the Plans and Specifications are also on file in the Operational Services Office, District Service Center, 1224 Third Street, Aberdeen, SD, at the architects’ office, CO-OP Architecture, LLC, 1108 S Main St., Suite 102, Aberdeen, SD 57401 (Attn: Kody Schochenmaier) and at the building exchanges listed below.

Technical questions shall be directed to CO-OP Architecture, LLC, Aberdeen, South Dakota at 605-725-4852. (Attn: Kody Schochenmaier)

Aberdeen Builders Exchange Aberdeen, SD  
Fargo-Moorhead Builders Exchange Fargo, ND  
Sioux Falls Builders Exchange Sioux Falls, SD

Bids shall be submitted to the Aberdeen School Board in a sealed envelope with the name and address of the bidder clearly identified on the envelope and the words “Bid for Aberdeen School District – ATEC Addition & Greenhouse”. All bidders shall take note of the “General Conditions of the Contract for Construction”, and the Supplementary Conditions, which are part of the Construction Documents. Faxed bids will not be accepted; however, faxed bid adjustments will be accepted until the time of bid opening. Faxed adjustments must be followed up with a signed hard copy mailed to Aberdeen School’s District Service Center – Attn: Ben Schnell. Fax adjustments to 605-725-7198. Complete bids will be accepted for each bid or alternate (all general, material and labor) as required to provide the complete project.

No bidder may withdraw a bid for 30 days following the bid opening without a written request explaining the cause of the withdrawal and without written consent of the Owner after reviewing the cause.

Liquidated damages shall be in effect for this project. See Bid Form, Agreement for Construction and the General Conditions for details.

If bids exceed \$50,000, each bid must be accompanied by a certified check, cashier’s check or draft in the amount of 5% of the base bid plus all add alternates, or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the “Aberdeen School District 06-1, Aberdeen, South Dakota.”

The Aberdeen School Board reserves the right to accept or reject any or all bids and to waive any irregularities therein.

## BID FORM

PROJECT: Lincoln Elementary School Restroom Renovations

TO: Aberdeen School District #06-1  
1224 South 3<sup>rd</sup> Street  
Aberdeen, South Dakota 57401

Bid of: \_\_\_\_\_  
(hereinafter called "Bidder")

The Bidder, in compliance with your Advertisement for Bids for the Complete Construction (general, mechanical and electrical) work for the proposed building renovations, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part. Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project at the dates set forth in the Contract Documents.

BIDDER AGREES TO PERFORM THE COMPLETE CONSTRUCTION for the following sum:

For the following Base Bid: \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate #1 - Wash Fountain (ADD): \_\_\_\_\_ (\$ \_\_\_\_\_)

**ADDENDA:**

The undersigned acknowledge receipt of addenda as noted and the bid submitted herewith is in accordance with the stipulations set forth herein.

ADDENDUM NO \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO \_\_\_\_\_ DATED \_\_\_\_\_

The undersigned agrees that his bid may not be withdrawn for a period of 30 days from the time set for opening of bids and that if notified of acceptance of his Proposal within the stated time, or at any time thereafter before the bid is withdrawn, he will within ten (10) days of such notification, execute and deliver a Contract in the Form of Contract specified.

The Contractor shall commence work under this Contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, to prosecute said work diligently, and to complete the entire project ready for use at the dates set forth in the Contract Documents. The time stated for completion shall include a time allowance for inspections, completion of items requiring further attention and a final cleanup of premises.

The above bid includes State and Local Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bid.

In submitting this bid it is understood that the right is reserved by the Architect and Owners to reject any and all bids and to waive all informalities.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BUSINESS  
ADDRESS: \_\_\_\_\_

STATE OF  
INCORPORATION: \_\_\_\_\_  
(SEAL)

## DESCRIPTION OF ALTERNATES

### **ALTERNATE #1 – Wash Fountains (Add Alternate)**

As shown and indicated on the contract drawings, provide all materials and work necessary for the installation of a wash fountain at each restroom in lieu of wall hung lavatories including all electrical work.



 **AIA** Document A701™ – 2018**Instructions to Bidders**

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

Lincoln Elementary Restroom Renovations  
414 S 10th St  
Aberdeen, SD 57401

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

Aberdeen Public School District  
1224 S 3rd St  
Aberdeen, SD 57401  
Telephone: (605) 725-7100

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

d/b/a CO-OP Architecture, Collaborative Operandi Architecture, Limited Liability  
Company  
1108 S Main St, Suite 102  
Aberdeen, SD 57401  
Telephone: (605) 725-4852

**TABLE OF ARTICLES**

1	<b>DEFINITIONS</b>
2	<b>BIDDER'S REPRESENTATIONS</b>
3	<b>BIDDING DOCUMENTS</b>
4	<b>BIDDING PROCEDURES</b>
5	<b>CONSIDERATION OF BIDS</b>
6	<b>POST-BID INFORMATION</b>
7	<b>PERFORMANCE BOND AND PAYMENT BOND</b>
8	<b>ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS</b>

**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, as indicated below, 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.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 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 days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 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 a Substitution Request Form if one 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.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 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.

§ 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.

### 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.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

§ 4.3.2 Paper copies of the Bid, the bid security, 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 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 attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.



## § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible 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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### § 6.2 Owner's Financial Capability

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

### § 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 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 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 to the bond 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 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*
  
- .5 Drawings

Number	Title	Date
.6	Specifications	

Section	Title	Date	Pages
.7	Addenda:		

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

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*



# **Additions and Deletions Report for** **AIA® Document A701™ – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:23:00 CT on 11/22/2022.

## **PAGE 1**

Lincoln Elementary Restroom Renovations  
414 S 10th St  
Aberdeen, SD 57401

...

Aberdeen Public School District  
1224 S 3rd St  
Aberdeen, SD 57401  
Telephone: (605) 725-7100

...

d/b/a CO-OP Architecture, Collaborative Operandi Architecture, Limited Liability Company  
1108 S Main St, Suite 102  
Aberdeen, SD 57401  
Telephone: (605) 725-4852

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:23:00 CT on 11/22/2022 under Order No. 2114331755 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*

## Supplements to Instructions to Bidders

AIA Document A-701 "Instructions to Bidders" latest Edition shall pertain to this contract. The following information and supplements shall modify, change, delete or add to this document. Where any part of the Instructions to Bidders is modified or voided by the following articles, the unaltered provisions of that part shall remain in effect.

3.1.1 Copies of the Plans and Specifications will be made available electronically (pdf format). Technical questions shall be directed to CO-OP Architecture, LLC, Aberdeen, South Dakota at 605-725-4852.

4.1.1.1 Bids will be received for one prime contract:

4.2.1 Bid Security will be required on this project as specified in Advertisement for Bids.

4.3.1. Bids shall be submitted in sealed envelope plainly marked on face as follows:

Bidders Name

Bidders Address

Proposal For: General Construction

Project: Lincoln Elementary School Restroom Renovations

Location: Aberdeen, South Dakota

4.3.2. Bids will be received as follows:

Date: **December 7, 2022**

Time: **1:00 p.m.**

Location:

**Aberdeen School District Service Center**

**1224 Third Street**

**Aberdeen, South Dakota 57401**

4.4.1. Bids may not be modified, withdrawn or cancelled for thirty (30) days following date for receipt of bids.

5.1. Bids will be publicly opened and read aloud.

6.1. Contractors Qualification Statement, AIA Document A305 will not be required prior to bidding but may be required prior to award of contract. If same is requested, it shall be submitted within ten days from date of request.

- 6.3.1. Forms for submittals of items 6.3.1.1., 6.3.1.2. and 6.3.1.3 will be supplied by the architect. Forms to be submitted in two copies.
  
- 7.1.1. Performance Bond and Payment Bond will be required of successful prime contractor and cost of same to be included in the bid. Bond shall be executed on AIA Standard Form A312, with amount shown on each part equal to 100 percent of the total amount payable by terms of the contract. Surety shall be company licensed to do business in South Dakota and acceptable to architect and owner. Two copies of each are required. Bonds to be issued to owner, same as Bid Security listed in Advertisement for Bids.
  
- 8.1. A copy of this agreement may be examined by bidders at the office of the architect.

 **AIA<sup>®</sup> Document A201<sup>®</sup> – 2017****General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Lincoln Elementary Restroom Renovations  
414 S 10th St  
Aberdeen, SD 57401

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

Aberdeen Public School District  
1224 S 3rd St  
Aberdeen, SD 57401  
Telephone: (605) 725-7100

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

d/b/a CO-OP Architecture, Collaborative Operandi Architecture, Limited Liability  
Company  
1108 S Main St, Suite 102  
Aberdeen, SD 57401  
Telephone: (605) 725-4852

**TABLE OF ARTICLES**

- |    |   |
|----|---|
| 1  | <b>GENERAL PROVISIONS</b>                               |
| 2  | <b>OWNER</b>  |
| 3  | <b>CONTRACTOR</b>                                       |
| 4  | <b>ARCHITECT</b>  |
| 5  | <b>SUBCONTRACTORS</b>                                   |
| 6  | <b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b> |
| 7  | <b>CHANGES IN THE WORK</b>                              |
| 8  | <b>TIME</b>   |
| 9  | <b>PAYMENTS AND COMPLETION</b>                          |
| 10 | <b>PROTECTION OF PERSONS AND PROPERTY</b>               |
| 11 | <b>INSURANCE AND BONDS</b>                              |
| 12 | <b>UNCOVERING AND CORRECTION OF WORK</b>                |

**ADDITIONS AND DELETIONS:**

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

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

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

**Init.**

**AIA Document A201<sup>®</sup> – 2017.** Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 16:01:24 CT on 11/22/2022 under Order No.2114331755 which expires on 07/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(793407026)

13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



Init.

/

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

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

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

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

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

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

Approvals

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

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

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

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

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

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

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

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

## **Certificates for Payment**

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

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

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

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

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

**Claims**, Definition of

### **15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

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

15.4.1

### **Claims for Additional Cost**

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

### **Claims for Additional Time**

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

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

**3.7.4**

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

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

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

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

## **Communications**

3.9.1, **4.2.4**

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

## **COMPLETION, PAYMENTS AND**

**9**

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

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

## **Consolidation or Joinder**

### **15.4.4**

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

1.1.4, **6**

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

### **Construction Change Directives**

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

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

### **15.1.4**

**Contract**, Definition of

### **1.1.2**

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

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

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

**Contract Documents**, Definition of

### **1.1.1**

### **Contract Sum**

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

**Contract Sum**, Definition of

**9.1**

### **9.1**

Contract Time

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

**Contract Time**, Definition of

8.1.1

## **CONTRACTOR**

**3**

Contractor, Definition of

**3.1**, **6.1.2**

## **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.



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

### **Contractor's Liability Insurance**

#### **11.1**

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

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

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

Contractor's Relationship with the Architect

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

Contractor's Representations

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

Contractor's Responsibility for Those Performing the  
Work

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

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

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

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

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

Coordination and Correlation

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

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

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

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

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

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate  
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

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

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

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

**8.1.2**

**Date of Substantial Completion**, Definition of

**8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

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

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of

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

Definitions

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

**Delays and Extensions of Time**

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

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

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

Employees, Contractor's

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

Equipment, Labor, or Materials

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

Execution and Progress of the Work

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

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

#### **Failure of Payment**

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

#### **Faulty Work**

(See Defective or Nonconforming Work)

#### **Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

#### **Financial Arrangements, Owner's**

2.2.1, 13.2.2, 14.1.1.4

### **GENERAL PROVISIONS**

#### **1**

#### **Governing Law**

##### **13.1**

Guarantees (See Warranty)

#### **Hazardous Materials and Substances**

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

#### **Indemnification**

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

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

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

#### **Initial Decision**

##### **15.2**

#### **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

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

**10.2.8**, 10.4

#### **Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

#### **Instructions to Bidders**

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

#### **Instruments of Service, Definition of**

##### **1.1.7**

#### **Insurance**

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

#### **Insurance, Contractor's Liability**

##### **11.1**

Insurance, Effective Date of

8.2.2, 14.4.2

#### **Insurance, Owner's Liability**

##### **11.2**

#### **Insurance, Property**

**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

### **INSURANCE AND BONDS**

#### **11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

#### **Interest**

##### **13.5**

#### **Interpretation**

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

#### **Labor and Materials, Equipment**

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

#### **Materials, Hazardous**

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

#### **Mediation**

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

15.4.1.1

#### **Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

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

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

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

#### Notice

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

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

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

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

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

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

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

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

#### Owner's Authority

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

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

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

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

**2.5**, 14.2.2

#### Owner's Right to Clean Up

### 6.3

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

### 6.1

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

### 2.4

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

14.3

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

14.2, 14.4

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

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

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

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

#### Payment, Certificates for

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

#### Payment, Failure of

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

#### Payment, Final

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

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

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

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

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

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

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

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

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

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

#### Progress Payments

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

Init.

/

**Project, Definition of**

**1.1.4**

Project Representatives

4.2.10

**Property Insurance**

10.2.5, **11.2**

**Proposal Requirements**

1.1.1

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

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

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

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and  
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples  
by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, **13.3**, 14, 15.4

**Royalties, Patents and Copyrights**

**3.17**

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property**

**10.2**, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

**Samples, Definition of**

**3.12.3**

**Samples, Shop Drawings, Product Data and**

3.11, **3.12**, 4.2.7

**Samples at the Site, Documents and**

**3.11**

**Schedule of Values**

**9.2**, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors, Definition of**

**6.1.1**

**Shop Drawings, Definition of**

**3.12.1**

**Shop Drawings, Product Data and Samples**

3.11, **3.12**, 4.2.7

**Site, Use of**

**3.13**, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

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

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

**Specifications, Definition of**

**1.1.6**

**Specifications**

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

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**

**5.1.1**

**SUBCONTRACTORS**

**5**

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7

**Subcontractual Relations**

**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**

6.1.1, **11.3**

**Substances, Hazardous**

**10.3**

**Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2

**Substantial Completion, Definition of**

**9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**

**5.1.2**

Init.

/

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
3.9, 10.2.6

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

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

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

Surety, Consent of  
9.8.5, 9.10.2, 9.10.3

Surveys  
1.1.7, 2.3.4

**Suspension by the Owner for Convenience**  
**14.3**

Suspension of the Work  
3.7.5, 5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1**, 15.1.7

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Architect  
2.3.3  
Termination of the Contractor Employment  
14.2.2

**TERMINATION OR SUSPENSION OF THE  
CONTRACT**

**14**  
**Tests and Inspections**

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

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

**Time Limits**

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

**Time Limits on Claims**  
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work  
9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 9.1.2

Use of Documents  
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**  
**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**  
**9.2**, 9.3.1

Waiver of Claims by the Architect  
13.3.2

Waiver of Claims by the Contractor  
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages  
14.2.4, 15.1.7

Waiver of Liens  
9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, **11.3**

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

Weather Delays  
8.3, 15.1.6.2

**Work, Definition of**  
**1.1.3**

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

Written Interpretations  
4.2.11, 4.2.12

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



## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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



delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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



## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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



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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### **§ 9.4 Certificates for Payment**

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

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

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

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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



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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

Init.

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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



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

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:01:24 CT on 11/22/2022 under Order No.2114331755 which expires on 07/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(793407026)

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and



approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

## § 14.3 Suspension by the Owner for Convenience

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

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

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

## § 14.4 Termination by the Owner for Convenience

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

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

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



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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

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

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

#### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

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

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

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

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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



# **Additions and Deletions Report for** **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:01:24 CT on 11/22/2022.

## **PAGE 1**

Lincoln Elementary Restroom Renovations  
414 S 10th St  
Aberdeen, SD 57401

...

Aberdeen Public School District  
1224 S 3rd St  
Aberdeen, SD 57401  
Telephone: (605) 725-7100

...

d/b/a CO-OP Architecture, Collaborative Operandi Architecture, Limited Liability Company  
1108 S Main St, Suite 102  
Aberdeen, SD 57401  
Telephone: (605) 725-4852

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:01:24 CT on 11/22/2022 under Order No. 2114331755 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*



## SUPPLEMENTS TO GENERAL CONDITIONS

AIA Document A-207-2017 "General Conditions of the Contract for Construction", shall pertain to this contract. The following information and supplements shall modify, change, delete or add to this document. Where any part of the General Conditions is modified or voided by the following articles, the unaltered provisions of that part shall remain in effect.

Article 3 – Contractor:

Add the following:

3.10.4. Progress Schedule shall be submitted by general contractor in six copies within ten days after date of Notice to Proceed. Architect will distribute to each other prime contractor and owner.

3.15.3 All glass shall be fully protected from damage of any kind. Do not allow mortar or any other substance to remain on glass. Just prior to final inspection, the general contractor shall replace any broken glass; clean all glass; remove stains, spots, marks or other dirt from his work; clean all walks and drives by washing and/or sweeping; remove all construction equipment and excess materials from site; clean hardware; remove all paint spots; clean all walls if necessary and clean all floors in accordance with the instructions of flooring sub-contractor.

Article 7 – Changes in the Work

Add the following:

7.2.1.4. Change orders will be prepared in three copies. Likewise, change order proposals shall be prepared in three copies and shall contain a complete breakdown of all costs and substantiating proposals from subcontractors if involved, shall be attached, Subcontractor proposals also to contain a complete breakdown.

7.2.1.5. Maximum allowance for overhead and profit on add or deduct change orders shall be 5% for overhead and 5% for profit. The cost of the Bond, Builders Risk, basic construction plant, home office, general superintendent and the like, shall be considered part of the overhead cost. Add or deduct control orders will be computed on the same basis. For change orders of work where the prime contractor (Architectural Trades, Mechanical or electrical) has awarded the work to a subcontractor, the prime contractor shall be allowed one fee only in an amount not to exceed 10% on add or deduct change orders.

## Article 9 – Progress Payments:

### 9.6.1. Add the following:

Progress payment retainage: The contract shall be so conditioned that it will provide for retention of not less than the following percentages:

5% of the amount of the contract until the contract shall be fully executed and completed to the satisfaction and acceptance of the owner.

9.10.2. The requirements of this paragraph must be met prior to issuance of final certificate for payment. The contractor will submit AIA Documents G706, G706A, and G707 to architect to meet compliance.

## Article 10 – Protection of Persons and Property:

Add the following:

10.2.7. All parts of the work shall be braced to resist wind or other loads. The contractor shall perform the work with the explicit understanding that the design of the project is based on all parts of the work having been completed and as such, the methods of performance of each part of the work shall be done accordingly.

10.2.8. Temporary items such as, but not limited to:

Scaffolding, staging, lifting, and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of the project shall be the responsibility of the contractors and their subcontractors and shall comply with the applicable codes and regulations. OSHA Standards for the Construction Industry (29CFR Part 1926) shall be complied with in every respect. It shall not be the responsibility of the owner or the architect to determine if the contractors, subcontractors, their representatives are in compliance with the aforementioned regulations.

## Article 11 – Insurance and Bonds

### 11.1 Contractor's Insurance and Bonds

Add the following clauses to 11.1.1:

11.1.1.1 The Insurer shall have an A.M. Best rating of "A" or better.



11.1.1.2 Liability Insurance shall include all major division of coverage and be on comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Personal Injury Liability with Employment Exclusion deleted.
4. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
5. Broad Form Property Damage including Completed Operations.

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

11.1.1.4 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. Workers Compensation:
  - a. State: South Dakota Statutory
  - b. Applicable Federal (e.g. Longshoremen's): Statutory
  - c. Employer's Liability:  
  
\$100,000 per Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee
2. Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage Contractual, Personal Injury:
  - a. \$1,000,000 Each Occurrence
  - b. Owner shall be included as an Additional Insured on the Contractor's General Liability coverage on a Primary Non Contribution basis including completed operations.
  - c. General Aggregate; \$2,000,000

- d. Products and Completed Operations to be maintained for two years after final payment.
  - e. Property Damage Liability Insurance shall provide X,C, and U coverage. Any exception to the above must be noted on Certificate.
  - f. Broad Form Property Damage Coverage shall include Completed Operations.
  - g. Personal Injury and Advertising, with Employment Exclusion deleted:  
\$1,000,000.
  - h. If the General Liability coverages are provided by a Commercial Liability policy, the:  
  

General and Products and Completed Operations aggregate shall not to be less than \$1,000,000 and it shall apply, in total, to this project only. If, under terms of a Commercial General Liability or for products and completed operations aggregate policy or Commercial Umbrella Liability policy or the general aggregate amount specified for this project only, is reduced up to 10% by the total of all claims, paid and pending, for which the Contractor is or may be liable, the Contractor shall notify the Owner within 10 days of such reduction or potential reduction. Contract shall indicate in the notification separate totals for each category, paid and pending. If instructed by the Owner in writing, the Contractor shall, at its own expense, restore the general aggregate to their original amounts. Contractor shall, within 30 days receipt of such notice, submit a revised Certificate of Insurance indicating restoration of required general aggregates. The Contractor may, on its own, restore the general aggregate to the original amounts for this project only at any time during the progress of the work without relying on notification by Owner.
  - i. Fire Damage Limit shall be not less than \$50,000 on any one fire.
  - j. Medical Expense Limit shall be not less than \$5,000 on any one person.
3. Business Auto Liability (including owned, non-owned and hired vehicles):
- a. Bodily Injury:  
\$500,000 Each Person OR for 3a), b) \$1,000,000 CSL

\$1,000,000 Each Occurrence

b. Property Damage:

\$500,000 Each Occurrence

4. Umbrella Excess Liability:

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Retention for self-insured hazards each occurrence.

**SECTION 011000  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Lincoln Elementary Restroom Renovations
- B. Owner's Name: Aberdeen Public School District 06-1.
- C. Architect's Name: CO-OP Architecture.
- D. The Project consists of the renovations of the restrooms at Lincoln Elementary.

**1.02 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 024100.
- B. Scope of alterations work is indicated on drawings.
- C. Plumbing: Alter existing and add new construction.
- D. HVAC: Alter existing and add new construction.
- E. Electrical Power and Lighting: Alter existing and add new construction.
- F. Fire Suppression Sprinklers: New system.
- G. Fire Alarm: Alter existing and add new construction.
- H. Telephone: Alter existing and add new construction.
- I. Security System: Alter existing and add new construction.

**1.03 OWNER OCCUPANCY**

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

**1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.
  - 3. Work by Owner.
  - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Utility Outages and Shutdown:
  - 1. Prevent accidental disruption of utility services to other facilities.

**1.05 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

**END OF SECTION**

**SECTION 012000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- C. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.

- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 017000.

**END OF SECTION**



**SECTION 012300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.

**1.02 RELATED REQUIREMENTS**

- A. Document 002113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

**1.03 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 - Wash Fountains:
  - 1. As shown & indicated on the contract drawings, provide all materials and work necessary for the installation of a wash fountain at each restroom in lieu of wall hung lavatories including all electrical work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. It is Contractor's responsibility to submit documents in PDF format.
  - 3. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  - 4. Paper document transmittals will not be reviewed; emailed PDF documents will not be reviewed.
- B. Submittal Service: Use one of the following:
  - 1. Submittal Exchange (tel: 1-800-714-0024): [www.submittalexchange.com/#sle](http://www.submittalexchange.com/#sle).
  - 2. Procore (tel: 1-877-994-0587): [www.procore.com](http://www.procore.com)
  - 3. Newforma ConstructEx: [www.newforma.com/products/constructex/#sle](http://www.newforma.com/products/constructex/#sle).
  - 4. Substitutions: See Section 016000 - Product Requirements.

**3.02 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract and .
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's Superintendent.
  5. Major Subcontractors.
- C. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 013216**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

### **3.05 SUBMITTALS FOR REVIEW**

- A. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Samples will be reviewed only for aesthetic, color, or finish selection.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.
- D. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.
- E. When the following are specified in individual sections, submit them at project closeout:

### **3.06 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

### **3.07 SUBMITTAL PROCEDURES**

- A. Shop Drawing Procedures:
  1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.

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

**END OF SECTION**

**SECTION 013216  
CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

**1.03 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- E. Indicate delivery dates for owner-furnished products.
- F. Provide legend for symbols and abbreviations used.

**3.03 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

**3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

**3.05 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

**3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

**END OF SECTION**



**SECTION 014000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Control of installation.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

**1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.

**1.03 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

**PART 3 EXECUTION**

**2.01 CONTROL OF INSTALLATION**

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

**2.02 TESTING AND INSPECTION**

- A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  2. Perform specified sampling and testing of products in accordance with specified standards.
  3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  5. Perform additional tests and inspections required by Architect.
  6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the Work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **2.03 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.

**END OF SECTION**

**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Field offices.

**1.02 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

**1.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.05 BARRIERS**

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

**1.06 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft. Job site security is the responsibility of the Contractor.

**1.07 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.08 WASTE REMOVAL**

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

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

**1.09 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet (10 m) from existing and new structures.

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

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 016000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SUBMITTALS**

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

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

**2.02 PRODUCT OPTIONS**

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

**2.03 MAINTENANCE MATERIALS**

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

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

### **3.02 TRANSPORTATION AND HANDLING**

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

### **3.03 STORAGE AND PROTECTION**

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

**END OF SECTION**



**SECTION 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

**1.02 RELATED REQUIREMENTS**

**1.03 QUALIFICATIONS**

**1.04 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

**1.05 COORDINATION**

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

**PART 2 PRODUCTS**

**2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

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

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

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

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.

- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.

- L. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.08 PROGRESS CLEANING**

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

### **3.09 PROTECTION OF INSTALLED WORK**

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

### **3.10 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. See Section 017900 - Demonstration and Training.

### **3.12 ADJUSTING**

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

### **3.13 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- I. 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.
- J. HVAC Filters: Contractors to replace all filters in all HVAC equipment at end of project.

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected

and submit to Architect.

- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**END OF SECTION**



**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit one hardcopy set and one flash drive of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 3 EXECUTION**

- A. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

**2.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

**2.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.

- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

#### **2.04 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 017900  
DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

- A. Section 017800 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

**1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.
  - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  - 10. Review spare parts and tools required to be furnished by Contractor.
  - 11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

## **SECTION 024100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 011000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 016000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 311000 - Site Clearing: Vegetation and existing debris removal.
- G. Section 312200 - Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- H. Section 312323 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

### **PART 3 EXECUTION**

#### **2.01 SCOPE**

- A. Remove portions of existing building as indicated on the contract drawings.
- B. Remove other items indicated, for salvage, relocation, and recycling.

#### **2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.

- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### **2.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### **2.04 SELECTIVE DEMOLITION FOR ALTERATIONS**

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

**2.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**



**SECTION 030516  
UNDERSLAB VAPOR BARRIER**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sheet vapor barrier under concrete slabs on grade.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Preparation of subgrade, granular fill, placement of concrete.

**1.03 REFERENCE STANDARDS**

- A. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.
- B. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs 2017.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products.
- C. Test Data: Submit report of tests showing compliance with specified requirements.
- D. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Underslab Vapor Barrier:
  - 1. Water Vapor Permeance: Not more than 0.010 perms (0.6 ng/(s m<sup>2</sup> Pa)), maximum.
  - 2. Thickness: 15 mils (0.4 mm).
  - 3. Basis of Design:
    - a. Stego Industries LLC; Stego Wrap Vapor Barrier (15-mil): [www.stegoindustries.com/#sle](http://www.stegoindustries.com/#sle).
    - b. Vapor Block by Raven Industries.
    - c. Substitutions: See Section 016000 - Product Requirements.
- B. Accessory Products: Vapor barrier manufacturer's recommended tape, adhesive, mastic, etc., for sealing seams and penetrations in vapor barrier.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that surface over which vapor barrier is to be installed is complete and ready before proceeding with installation of vapor barrier.

**3.02 INSTALLATION**

- A. Install vapor barrier in accordance with manufacturer's instructions and ASTM E1643.
- B. Install vapor barrier under interior slabs on grade; lap sheet over footings and seal to foundation walls.
- C. Lap joints minimum 6 inches (150 mm).
- D. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions.
- E. No penetration of vapor barrier is allowed except for reinforcing steel and permanent utilities.
- F. Repair damaged vapor retarder before covering with other materials.

**END OF SECTION**

**SECTION 033000  
CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Slabs-on-grade.
- C. Concrete foundation walls and footings.
- D. Concrete reinforcement.
- E. Joint devices associated with concrete work.
- F. Concrete curing.

**1.02 REFERENCE STANDARDS**

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; American Concrete Institute International; 2010.
- B. ACI 301 - Specifications for Structural Concrete; American Concrete Institute International; 2010.
- C. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004 (Errata 2007).
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- E. ACI 308R - Guide to Curing Concrete; American Concrete Institute International; 2001 (Reapproved 2008).
- F. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2011.
- G. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Billet-Steel Bars for Concrete Reinforcement; 2013.
- H. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2013.
- I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2012a.
- J. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2013.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2012.
- L. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2012.
- M. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix designs.

**1.04 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.

**PART 2 PRODUCTS**

**2.01 FORMWORK**

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.

1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

## **2.02 REINFORCEMENT**

- A. Reinforcing Steel: ASTM A615/A615M Grade 60 (420).
  1. Type: Deformed billet-steel bars.
  2. Finish: Unfinished, unless otherwise indicated.
- B. Reinforcement Accessories:
  1. Tie Wire: Annealed, minimum 16 gage (1.5 mm).
  2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

## **2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150, Type I - Normal Portland type.
  1. Acquire all cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C 33.
  1. Acquire all aggregates for entire project from same source.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: Clean and not detrimental to concrete.
- E. Fiber Reinforcement: Alkali-resistant polypropylene complying with ASTM C1116/C1116M.
  1. Fiber Length: 0.25 inch (6 mm), nominal.

## **2.04 BONDING AND JOINTING PRODUCTS**

- A. Slab Isolation Joint Filler: 1/2 inch (13 mm) thick, height equal to slab thickness, with removable top section that will form 1/2 inch (13 mm) deep sealant pocket after removal.

## **2.05 CONCRETE MIX DESIGN**

- A. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard (0.89 kg per cubic meter), or as recommended by manufacturer for specific project conditions.
- B. Footings and Foundation Walls:
  1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,500 pounds per square inch (20.7 MPa).
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Water-Cement Ratio: Maximum 45 percent by weight.
  4. Total Air Content: 6 percent plus or minus 1.5 percent at point of delivery, determined in accordance with ASTM C173/C173M.
  5. Maximum Slump: 4 inches (100 mm), plus or minus 1 inch (25 mm).
  6. Maximum Aggregate Size: 1-inch (25 mm).
- C. Slabs-on-Grade:
  1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch (31 MPa).
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Minimum Cementitious Materials Content: 520 lb/cu. yd (309 kg/cu. m).
  4. Total Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
  5. Maximum Slump: 4 inches (100 mm), plus or minus 1 inch (25 mm).
  6. Maximum Aggregate Size: ¾-inch (19 mm).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### **3.02 PREPARATION**

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

- B. Verify that forms are clean and free of rust before applying release agent.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- D. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

### **3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS**

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

### **3.04 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

### **3.05 SLAB JOINTING**

- A. Locate joints as indicated on the drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.

### **3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES**

- A. Maximum Variation of Surface Flatness:
  - 1. Exposed Concrete Floors: 1/4 inch (6 mm) in 10 ft (3 m).
  - 2. Under Seamless Resilient Flooring: 1/4 inch (6 mm) in 10 ft (3 m).
  - 3. Under Carpeting: 1/4 inch (6 mm) in 10 ft (3 m).
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

### **3.07 CONCRETE FINISHING**

- A. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI 302.1R; thin floor coverings include carpeting, resilient flooring, seamless flooring, thin set quarry tile, and thin set ceramic tile.
  - 2. Decorative Exposed Surfaces: "Steel trowel" as described in ACI 302.1R; use steel-reinforced plastic trowel blades instead of steel blades to avoid black-burnish marks; decorative exposed surfaces include surfaces to be stained or dyed, pigmented concrete, surfaces to be polished, and all other slab surfaces.

### **3.08 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand,

water-fog spray, or saturated burlap.

2. Final Curing: Begin after initial curing but before surface is dry.

### **3.09 DEFECTIVE CONCRETE**

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

### **3.10 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

### **3.11 FIELD QUALITY CONTROL**

- A. Owner will engage a qualified testing and inspecting agency to perform field tests and inspection and to prepare test reports.

**END OF SECTION**

**SECTION 061000  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Rough opening framing for doors, windows, and roof openings.
- B. Miscellaneous framing and sheathing.
- C. Concealed wood blocking, nailers, and supports.
- D. Miscellaneous wood nailers, furring, and grounds.

**1.02 REFERENCE STANDARDS**

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2022a.
- B. PS 20 - American Softwood Lumber Standard 2021.

**1.03 DELIVERY, STORAGE, AND HANDLING**

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

**1.04 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. All lumber to be treated:
  - 1. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
    - a. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
    - b. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
  - 2. Lumber fabricated from old growth timber is not permitted.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

### **3.02 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

### **3.03 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

### **3.04 CLEANING**

- A. Waste Disposal: Comply with the requirements of Section 017419 - Construction Waste Management and Disposal.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.



**SECTION 068316  
FIBERGLASS REINFORCED PANELING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fiberglass reinforced plastic panels.
- B. Trim.

**1.02 REFERENCE STANDARDS**

- A. ASTM D5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels 2017.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 016000 - Product Requirements, for additional provisions.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store panels flat, indoors, on a clean, dry surface. Remove packaging and allow panels to acclimate to room temperature for 48 hours prior to installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Fiberglass Reinforced Plastic Panels:
  - 1. Marlite, Inc: [www.marlite.com/#sle](http://www.marlite.com/#sle).
  - 2. Nudo Products, Inc: [www.nudo.com/#sle](http://www.nudo.com/#sle).
  - 3. Basis of Design: Panolam Industries International, Inc: [www.panolam.com/#sle](http://www.panolam.com/#sle).
  - 4. Glasbord by Crane Composites
  - 5. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 PANEL SYSTEMS**

- A. Wall Panels:
  - 1. Panel Size: 4 by 9 feet (1.2 by 2.7 m).
  - 2. Panel Thickness: 0.09 inch (2.3 mm).
  - 3. Surface Design: Embossed.
  - 4. Color: Bright White.
  - 5. Attachment Method: Adhesive only, sealant joints, no trim.

**2.03 MATERIALS**

- A. Panels: Fiberglass reinforced plastic (FRP), complying with ASTM D5319.
  - 1. Surface Burning Characteristics: Maximum flame spread index of 25 and smoke developed index of 450; when system tested in accordance with ASTM E84.
- B. Trim: Vinyl; color coordinating with panel.
- C. Sealant: Type recommended by panel manufacturer; white.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions and substrate flatness before starting work.
- B. Verify that substrate conditions are ready to receive the work of this section.

### **3.02 INSTALLATION - WALLS**

- A. Install panels in accordance with manufacturer's instructions.
- B. Cut and drill panels with carbide tipped saw blades, drill bits, or snips.
- C. Apply adhesive to the back side of the panel using trowel as recommended by adhesive manufacturer.
- D. Apply panels to wall with seams plumb and pattern aligned with adjoining panels.
- E. Install panels with manufacturer's recommended gap for panel field and corner joints.
- F. Place trim on panel before fastening edges, as required.
- G. Fill channels in trim with sealant before attaching to panel.
- H. Install trim with adhesive and screws or nails, as required.
- I. Seal gaps at floor, ceiling, and between panels with applicable sealant to prevent moisture intrusion.
- J. Remove excess sealant after paneling is installed and prior to curing.

**END OF SECTION**

## **SECTION 079005 JOINT SEALERS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Precompressed foam sealers.

#### **1.02 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants 2017.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2022.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- E. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).

#### **1.03 ADMINISTRATIVE REQUIREMENTS**

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

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.
- C. Samples: Submit two samples, 1/2 x 1/2 inch (\_\_\_\_x\_\_\_\_ mm) in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures.

#### **1.05 FIELD CONDITIONS**

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

#### **1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Gunnable and Pourable Sealants:
  - 1. Adhesives Technology Corporation: [www.atc.ws](http://www.atc.ws).
  - 2. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 3. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
  - 4. ARDEX Engineered Cements: [www.ardexamericas.com](http://www.ardexamericas.com).
  - 5. Dow Corning Corporation: [www.dowcorning.com](http://www.dowcorning.com).
  - 6. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - 7. Momentive Performance Materials, Inc (formerly GE Silicones): [www.momentive.com](http://www.momentive.com).
  - 8. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 9. The QUIKRETE Companies: [www.quikrete.com](http://www.quikrete.com).
  - 10. Red Devil: [www.reddevil.com](http://www.reddevil.com).
  - 11. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 12. Sherwin-Williams Company: [www.sherwin-williams.com](http://www.sherwin-williams.com).
  - 13. Sika Corporation: [www.usa-sika.com](http://www.usa-sika.com).
  - 14. W.R. Meadows, Inc: [www.wrmeadows.com](http://www.wrmeadows.com).
  - 15. Substitutions: See Section 016000 - Product Requirements.

- B. Preformed Compressible Foam Sealers:
  1. Basis of Design: EMSEAL Joint Systems, Ltd: [www.emseal.com](http://www.emseal.com).
  2. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  4. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
  5. Substitutions: See Section 016000 - Product Requirements.

## 2.02 SEALANTS

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
  1. Color: To be selected by Architect from manufacturer's standard range.
  2. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
  1. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
    - b. Concealed sealant bead in siding overlaps.
- C. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  1. Color: To be selected by Architect from manufacturer's full range.
  2. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
  1. Applications: Use for:
    - a. Joints between plumbing fixtures and floor and wall surfaces.
  2. Products:
    - a. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
    - b. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
    - c. Pecora Corporation; 898NST Sanitary Silicone Sealant - Class 50: [www.pecora.com](http://www.pecora.com).
    - d. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
    - e. Substitutions: See Section 016000 - Product Requirements.
- E. Acoustical Sealant for Concealed Locations:
  1. Composition: Acrylic latex emulsion sealant.
  2. Applications: Use for concealed locations only:
    - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
  3. Products:
    - a. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
    - b. Pecora Corporation; AIS-919 Acoustical and Insulation Latex Sealant: [www.pecora.com](http://www.pecora.com).
    - c. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
    - d. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
    - e. Hilti, Inc.; CP 506 Smoke and Acoustical Sealant: [www.us.hilti.com](http://www.us.hilti.com).
    - f. Substitutions: See Section 016000 - Product Requirements.
- F. Polyurea Concrete Floor Joint Filler: Self-leveling, pourable, semi-rigid sealant intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.

1. Composition: Single or multi-part, 100 percent solids by weight.
2. Hardness: 75, minimum, after 7 days, when tested in accordance with ASTM D2240 Shore A.

### **2.03 ACCESSORIES**

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Concrete Floor Joint Filler: Install concrete floor joint filler per manufacturer's written instructions. After floor joint filler is fully cured, shave joint filler flush with top of concrete slab.

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**SECTION 081113  
HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Non-fire-rated hollow metal doors and frames.
- B. Hollow metal frames for wood doors.
- C. Fire-rated hollow metal doors and frames.
- D. Thermally insulated hollow metal doors with frames.
- E. Hollow metal borrowed lites glazing frames.

**1.02 RELATED REQUIREMENTS**

- A. Section 087100 - Door Hardware.
- B. Section 088000 - Glazing: Glass for doors and borrowed lites.

**1.03 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2018.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- G. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- I. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2011.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- K. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

**1.05 QUALITY ASSURANCE**

- A. Maintain at project site copies of reference standards relating to installation of products specified.

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

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Hollow Metal Doors and Frames:
  - 1. Curries, an Assa Abloy Group company: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. De La Fontaine Inc: [www.delafontaine.com/#sle](http://www.delafontaine.com/#sle).
  - 3. De La Fontaine Inc: [www.delafontaine.com](http://www.delafontaine.com).
  - 4. De La Fontaine Inc: [www.delafontaine.com](http://www.delafontaine.com).
  - 5. Republic Doors: [www.republicdoor.com](http://www.republicdoor.com).
  - 6. Steelcraft, an Allegion brand: [www.allegion.com/#sle](http://www.allegion.com/#sle).
  - 7. Substitutions: See Section 016000 - Product Requirements.

### **2.02 PERFORMANCE REQUIREMENTS**

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 3. Finish: Factory primed, for field finishing.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

### **2.03 HOLLOW METAL DOORS**

- A. Exterior Doors: Thermally insulated.
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 1 - Standard-duty.
    - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Model 1 - Full Flush.
    - d. Door Face Metal Thickness: 20 gage, 0.032 inch (0.8 mm), minimum.
  - 2. Door Thickness: 1-3/4 inch (44.5 mm), nominal.
  - 3. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
  - 4. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363.
- B. Interior Doors, Non-Fire-Rated:
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 1 - Standard-duty.
    - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Model 1 - Full Flush.
    - d. Door Face Metal Thickness: 20 gage, 0.032 inch (0.8 mm), minimum.
  - 2. Door Thickness: 1-3/4 inch (44.5 mm), nominal.

### **2.04 HOLLOW METAL FRAMES**

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. General:



1. Comply with the requirements of grade specified for corresponding door.
    - a. Frames for Wood Doors: Comply with frame requirements in accordance with ANSI/SDI A250.8 (SDI-100), Level 1, 18 gage, 0.042 inch (1.0 mm), minimum thickness.
  2. Finish: Same as for door.
  3. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- C. Exterior Door Frames: Full profile/continuously welded type.
1. Weatherstripping: Separate, see Section 087100.
- D. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
- E. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.
- F. Mullions for Pairs of Doors: Fixed, with profile similar to jambs.
- G. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.

## **2.05 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

## **2.06 ACCESSORIES**

- A. Glazing: As specified in Section 088000, factory installed.
- B. Grout for Frames: Portland cement grout with maximum 4 inch (102 mm) slump for hand troweling; thinner pumpable grout is prohibited.
- C. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- D. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

## **2.07 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

### **3.02 PREPARATION**

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

### **3.03 INSTALLATION**

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 087100.
- D. Comply with glazing installation requirements of Section 088000.

### **3.04 TOLERANCES**

- A. Maximum Diagonal Distortion: 1/16 inch (1.6 mm) measured with straight edge, corner to corner.

**3.05 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

**3.06 SCHEDULE**

- A. Refer to Door and Frame Schedule on the drawings.

**END OF SECTION**

**SECTION 081416  
FLUSH WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Flush wood doors; flush and flush glazed configuration; fire rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 081113 - Hollow Metal Doors and Frames.
- B. Section 087100 - Door Hardware.
- C. Section 088000 - Glazing.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards 2021, with Errata.
- D. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- D. Specimen warranty.
- E. Samples: Submit two samples of door veneer, 6 by 6 inch (\_\_\_\_ by \_\_\_\_ mm) in size illustrating wood grain, stain color, and sheen.
- F. Manufacturer's Installation Instructions: Indicate special installation instructions.
- G. Warranty, executed in Owner's name.

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

**1.07 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Wood Veneer Faced Doors:
  - 1. Graham Wood Doors: [www.grahamdoors.com](http://www.grahamdoors.com).
  - 2. VT Industries.

### **2.02 DOORS AND PANELS**

- A. Doors: Refer to drawings for locations and additional requirements.
  - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location, [\_\_\_\_\_].
  - 2. Wood veneer facing with factory transparent finishmatching sample provided by Architect.

### **2.03 DOOR AND PANEL CORES**

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

### **2.04 DOOR FACINGS**

- A. Veneer Facing for Transparent Finish: Red oak, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.

### **2.05 ACCESSORIES**

- A. Glazed Openings:
  - 1. Heat-Strengthened and Fully Tempered Glass: {rs\#1}.
  - 2. Glazing: Single vision units, 1/4 inch (6 mm) glass.
  - 3. Tint: Clear.
- B. Glazing Stops: Wood, of same species as door facing, butted corners; prepared for countersink style tamper proof screws.
- C. Astragals for Non-Rated Double Doors: Steel, T shaped, overlapping and recessed at face edge.

### **2.06 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge for hardware reinforcement.
  - 2. Provide solid blocking for other throughbolted hardware.
- C. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- D. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- E. Provide edge clearances in accordance with the quality standard specified.

### **2.07 FACTORY FINISHING - WOOD VENEER DOORS**

- A. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
  - 1. Transparent:
    - a. System - 1, Lacquer, Nitrocellulose.
    - b. Sheen: Flat.
- B. Factory finish doors in accordance with sample to be provided.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

### **3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

### **3.03 TOLERANCES**

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

### **3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

### **3.05 SCHEDULE**

- A. Refer to Door and Frame Schedule appended to this section.

**END OF SECTION**

**SECTION 092116  
GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Gypsum sheathing.
- E. Cementitious backing board.
- F. Gypsum wallboard.
- G. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Wood blocking product and execution requirements.

**1.03 REFERENCE STANDARDS**

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017 (Reapproved 2022).
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2017.
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2020.
- E. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base 2019.
- F. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing 2017.
- G. ASTM C1178/C1178M - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel 2018.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- I. GA-216 - Application and Finishing of Gypsum Panel Products 2021.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

**PART 2 PRODUCTS**

**2.01 METAL FRAMING MATERIALS**

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. ClarkDietrich Building Systems; [\_\_\_\_]: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  - 2. Marino: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  - 3. Phillips Manufacturing Company: [www.phillipsmfg.com](http://www.phillipsmfg.com).
  - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
  - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
  - 2. Ceiling Channels: C-shaped.

3. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
  1. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.
  2. Deflection and Firestop Track:
    - a. Provide mechanical anchorage devices as described above that accommodate deflection while maintaining the fire-rating of the wall assembly.

## 2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
  1. American Gypsum Company: [www.americangypsum.com/#sle](http://www.americangypsum.com/#sle).
  2. CertainTeed Corporation: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  3. Georgia-Pacific Gypsum: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
  4. National Gypsum Company; [ ]: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  5. USG Corporation: [www.usg.com/#sle](http://www.usg.com/#sle).
  6. Substitutions: See Section 016000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  2. Thickness:
    - a. Ceilings: 5/8 inch (16 mm).
- C. Backing Board For Wet Areas: One of the following products:
  1. Application: Surfaces behind tile in wet areas including tub and shower surrounds and shower ceilings.
  2. Glass Mat Faced Board: Coated glass mat water-resistant gypsum backing panel as defined in ASTM C1178/C1178M.
    - a. Regular Type: Thickness 1/2 inch (12.7 mm).
    - b. Products:
      - 1) Georgia-Pacific Gypsum; DensShield Tile Backer.
      - 2) National Gypsum Company; Gold Bond eXP Tile Backer.
      - 3) Substitutions: See Section 016000 - Product Requirements.
- D. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  1. Application: Ceilings, unless otherwise indicated.
  2. Thickness: 5/8 inch (16 mm).
  3. Edges: Tapered.
  4. Products:
    - a. American Gypsum; Interior Ceiling Board.
    - b. CertainTeed Corporation; ProRoc Interior Ceiling.
    - c. Georgia-Pacific Gypsum; ToughRock Span 24 Ceiling Board.
    - d. Lafarge North America Inc; Sagcheck.
    - e. National Gypsum Company; High Strength Brand Ceiling Board.
    - f. Pacific Coast Building Products, Inc; PABCO Ceiling Board.
    - g. USG Corporation; Sheetrock Brand Sag-Resistant Interior Gypsum Ceiling Board.
    - h. Substitutions: See Section 016000 - Product Requirements.
  5. Glass Mat Faced Sheathing: Glass mat faced gypsum substrate as defined in ASTM C1177/C1177M.
  6. Core Type: Regular.
  7. Regular Board Thickness: 1/2 inch (13 mm).
  8. Glass Mat Faced Products:

- a. CertainTeed Corporation; GlasRoc Brand.
- b. Georgia-Pacific Gypsum; DensGlass Sheathing.
- c. National Gypsum Company; Gold Bond eXP Sheathing.
- d. Substitutions: See Section 016000 - Product Requirements.

### 2.03 GYPSUM WALLBOARD ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 6 inch ( [ ] mm).
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
  - 1. Products:
    - a. Franklin International, Inc; Titebond GREENchoice Professional Acoustical Smoke and Sound Sealant: [www.titebond.com/#sle](http://www.titebond.com/#sle).
    - b. Liquid Nails, a brand of PPG Architectural Coatings; AS-825 Acoustical Sound Sealant: [www.liquidnails.com/#sle](http://www.liquidnails.com/#sle).
    - c. Specified Technologies Inc: [www.stifirestop.com/#sle](http://www.stifirestop.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.
- C. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
- D. Wall Cover Trim:
  - 1. Material: Extruded aluminum alloy 6063-T5.
  - 2. Finish: Woodtone Powder Coat.
  - 3. Type: As shown on drawings.
  - 4. Wallcovering Trims:
    - a. Products: Basis of Design: Fry Reglet DA.6 & DA.4.
      - 1) Substitutions: See Section 016000 - Product Requirements.
- E. LEDReveal Trim:
  - 1. Material: Extruded aluminum; Architectural 200R1 medium etch (AA-M32c10A21), clear color.
  - 2. Size: 1/2" depth with 1" lighted opening.
  - 3. LED Tape: 20 mm.
  - 4. Light Intensity: 520 Lumens.
  - 5. Driver: PWM-90-24 AC-DC.
  - 6. Products:
    - a. Basis of Design: Fry Reglet LED 1" Reveal LED-RVL50100.
    - b. Substitutions: See Section 016000 - Product Requirements.
- F. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Paper Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 2. Ready-mixed vinyl-based joint compound.
  - 3. Chemical hardening type compound.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- H. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion resistant.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.



### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members at 16 inches on center (at 400 mm on center).
- C. Studs: Space studs at 16 inches on center (at 406 mm on center).
  - 1. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Blocking: Install wood blocking for support of:
  - 1. Framed openings.
  - 2. Wall mounted cabinets.
  - 3. Plumbing fixtures.
  - 4. Toilet partitions.
  - 5. Toilet accessories.
  - 6. Wall mounted door hardware.

### **3.03 ACOUSTIC ACCESSORIES INSTALLATION**

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
  - 1. Place one bead continuously on substrate before installation of perimeter framing members.
  - 2. Place continuous bead at perimeter of each layer of gypsum board.
  - 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

### **3.04 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.

### **3.05 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as follows:
  - 1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Decorative Trim: Install at locations shown on drawings and in accordance with manufacturer's instructions.

### **3.06 JOINT TREATMENT**

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
  - 1. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.

### **3.07 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

**END OF SECTION**

**SECTION 092216  
NON-STRUCTURAL METAL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal partition, ceiling, and soffit framing.
- B. Framing accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Wood blocking within stud framing.
- B. Section 09 2116 - Gypsum Board Assemblies: Metal studs for gypsum board partition framing.

**1.03 REFERENCE STANDARDS**

- A. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members 2018.
- B. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs 2022.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data describing framing member materials and finish, product criteria, load charts, and limitations.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: [www.clarkdeitrich.com](http://www.clarkdeitrich.com).
  - 2. Marino: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  - 3. Simpson Strong Tie: [www.strongtie.com/#sle](http://www.strongtie.com/#sle).
  - 4. Substitutions: See Section 016000 - Product Requirements.

**2.02 FRAMING MATERIALS**

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf (L/240 at 240 Pa).
  - 1. Studs: C shaped with flat or formed webs with knurled faces.
  - 2. Runners: U shaped, sized to match studs.
  - 3. Ceiling Channels: C shaped.
  - 4. Furring: Hat-shaped and Z shaped sections, minimum depth of 7/8 inch (22 mm).
  - 5. Steel Stud Framing Connectors:
    - a. Products:
      - 1) Simpson Strong Tie, Bridging Connectors; DBC Bridging Connector: [www.strongtie.com](http://www.strongtie.com).
      - 2) Substitutions: See Section 016000 - Product Requirements.
- B. Loadbearing Studs: As specified in Section 054000.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short .
- E. Tracks and Runners: Same material and thickness as studs, bent leg retainer notched to receive studs with provision for crimp locking to stud.
- F. Fasteners: ASTM C1002 self-piercing tapping screws.
- G. Anchorage Devices: Powder actuated.

### **2.03 FABRICATION**

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that rough-in utilities are in proper location.

### **3.02 INSTALLATION OF STUD FRAMING**

- A. Extend partition framing to structure where indicated and to ceiling in other locations.
- B. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
- C. Align and secure top and bottom runners at 24 inches (600 mm) on center.
- D. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- E. Align stud web openings horizontally.
- F. Secure studs to tracks using crimping method. Do not weld.
- G. Fabricate corners using a minimum of three studs.
- H. Double stud at wall openings, door and window jambs, not more than 2 inches (50 mm) from each side of openings.
- I. Coordinate installation of bucks, anchors, and blocking with electrical, mechanical, and other work to be placed within or behind stud framing.

### **3.03 CEILING AND SOFFIT FRAMING**

- A. Install furring after work above ceiling or soffit is complete. Coordinate the location of hangers with other work.
- B. Install furring independent of walls, columns, and above-ceiling work.
- C. Securely anchor hangers to structural members or embed in structural slab. Space hangers as required to limit deflection to criteria indicated. Use rigid hangers at exterior soffits.
- D. Space main carrying channels at maximum 72 inch (1 800 mm) on center, and not more than 6 inches (150 mm) from wall surfaces. Lap splice securely.
- E. Securely fix carrying channels to hangers to prevent turning or twisting and to transmit full load to hangers.
- F. Place furring channels perpendicular to carrying channels, not more than 2 inches (50 mm) from perimeter walls, and rigidly secure. Lap splices securely.

### **3.04 TOLERANCES**

- A. Maximum Variation From True Position: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation From Plumb: 1/8 inch in 10 feet (3 mm in 3 m).

**END OF SECTION**

**SECTION 093000  
TILING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Coated glass mat backer board as tile substrate.
- D. Ceramic accessories.
- E. Non-ceramic trim.

**1.02 RELATED REQUIREMENTS**

- A. Section 079200 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.
- B. Section 092116 - Gypsum Board Assemblies: Tile backer board.

**1.03 REFERENCE STANDARDS**

- A. ANSI A108/A118/A136.1 - Specifications for the Installation of Ceramic Tile 2020.
- B. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units 2018.
- C. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive 2021.
- D. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar 2019.
- E. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation 2019.
- F. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation 2014 (Reaffirmed 2019).
- G. ANSI A137.1 - American National Standard Specifications for Ceramic Tile 2022.
- H. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products 2018.
- I. ASTM C1178/C1178M - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel 2018.
- J. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation 2022.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by affected installers.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Samples: Mount tile and apply grout on two plywood panels, minimum 18 by 18 inches (457 by 457 mm) in size illustrating pattern, color variations, and grout joint size variations.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 016000 - Product Requirements, for additional provisions.
2. Extra Tile: 5 percent of each size, color, and surface finish combination.

#### **1.06 QUALITY ASSURANCE**

- A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- C. Installer Qualifications:
  1. Company specializing in performing tile installation, with minimum of five years of documented experience.
- D. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F (10 degrees C) during installation of mortar materials.

### **PART 2 PRODUCTS**

#### **2.01 TILE**

- A. Manufacturers: All products of each type by the same manufacturer.
  1. American Olean Corporation: [www.americanolean.com/#sle](http://www.americanolean.com/#sle).
  2. Dal-Tile Corporation: [www.daltile.com/#sle](http://www.daltile.com/#sle).
  3. Substitutions: See Section 016000 - Product Requirements.
- B. Porcelain Wall Tile, Type PT-2: ANSI A137.1, standard grade.
  1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
  2. Size: 6" x 6", nominal.
  3. Thickness: 5/16".
  4. Edges: Square.
  5. Surface Finish: Matte glazed.
  6. Color(s): Arctic White.
  7. Pattern: Stacked.
  8. Products:
    - a. Dal-Tile Corporation; Matte Wall Tile: [www.daltile.com/#sle](http://www.daltile.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- C. Porcelain Floor Tile, Type PT-1: ANSI A137.1, standard grade.
  1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.
  2. Size: 2" x 2" mosaic, nominal.
  3. Shape: Square.
  4. Edges: Square.
  5. Surface Finish: Unglazed.
  6. Color(s): Salt & Pepper.
  7. Pattern: See Drawings.
  8. Products:
    - a. Unglazed Mosaics by American Olean.
    - b. Substitutions: See Section 016000 - Product Requirements.

#### **2.02 TRIM AND ACCESSORIES**

- A. Non-Ceramic Trim: Satin natural anodized extruded aluminum, style and dimensions to suit application, for setting using tile mortar or adhesive.
  1. Applications:

- a. Open edges of wall tile.
  - b. Open edges of floor tile.
  - c. Wall corners, outside and inside.
  - d. Transition between floor finishes of different heights.
  - e. Thresholds at door openings.
  - f. Expansion and control joints, floor and wall.
  - g. Floor to wall joints.
  - h. Borders and other trim as indicated on drawings.
2. Manufacturers:
- a. Schluter-Systems: [www.schluter.com/#sle](http://www.schluter.com/#sle).
  - b. Genesis APS International: [www.genesis-aps.com/#sle](http://www.genesis-aps.com/#sle).

### 2.03 SETTING MATERIALS

- A. Manufacturers:
- 1. ARDEX Engineered Cements: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
  - 2. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  - 3. Custom Building Products: [www.custombuildingproducts.com/#sle](http://www.custombuildingproducts.com/#sle).
  - 4. LATICRETE International, Inc: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
  - 5. Merkrete, by Parex USA, Inc: [www.merkrete.com/sle](http://www.merkrete.com/sle).
  - 6. ProSpec, an Oldcastle brand: [www.prospec.com](http://www.prospec.com).
- B. Provide setting materials made by the same manufacturer as grout.
- C. Latex-Portland Cement Mortar Bond Coat:
- 1. Products:
    - a. ARDEX Engineered Cements; ARDEX X 77 MICROTEC: [www.ardexamericas.com](http://www.ardexamericas.com).
    - b. AVM Industries, Inc; Thin-Set 780: [www.avmindustries.com](http://www.avmindustries.com).
    - c. LATICRETE International, Inc; LATICRETE 254 Platinum: [www.laticrete.com](http://www.laticrete.com).
    - d. Substitutions: See Section 016000 - Product Requirements.

### 2.04 GROUTS

- A. Manufacturers:
- 1. ARDEX Engineered Cements: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
  - 2. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
  - 3. Mapei.
  - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Standard Grout: ANSI A118.6 standard cement grout.
- 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
  - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
  - 3. Color(s): As indicated on drawings.
  - 4. Products:
    - a. LATICRETE International, Inc; LATICRETE 1500 Sanded Grout: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
- C. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
- 1. Color(s): As indicated on drawings.
  - 2. Products:
    - a. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- D. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
- 1. Composition: Water-based colorless silicone.

## 2.05 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
  - 1. Thickness: 20 mils (0.5 mm), maximum.
  - 2. Crack Resistance: No failure at 1/16 inch (1.6 mm) gap, minimum.
  - 3. Products:
    - a. LATICRETE International, Inc; LATICRETE Blue 92 Anti-Fracture Membrane: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- B. Backer Board: Coated glass mat type complying with ASTM C1178/C1178M; inorganic fiberglass mat on both surfaces and integral acrylic coating vapor retarder.
- C. Mesh Tape: 2 inch (50 mm) wide self-adhesive fiberglass mesh tape.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

### 3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.

### 3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- J. Prior to grouting, allow installation to completely cure; minimum of 48 hours.



- K. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- L. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.
- M. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

#### **3.04 INSTALLATION - FLOORS - THIN-SET METHODS**

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.
  - 1. Use uncoupling membrane under all tile unless other underlayment is indicated.
  - 2. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

#### **3.05 INSTALLATION - WALL TILE**

- A. Over coated glass mat backer board on studs, install in accordance with TCNA (HB) Method W245.

#### **3.06 CLEANING**

- A. Clean tile and grout surfaces.

#### **3.07 PROTECTION**

- A. Do not permit traffic over finished floor surface for 4 days after installation.

**END OF SECTION**

**SECTION 099000  
PAINTING AND COATING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
  - 1. Exposed surfaces of steel lintels and ledge angles.
  - 2. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 RELATED REQUIREMENTS**

- A. Section 055000 - Metal Fabrications: Shop-primed items.

**1.03 REFERENCE STANDARDS**

- A. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method 2022.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. ASTM E795 - Standard Practices for Mounting Test Specimens During Sound Absorption Tests 2016.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 4 x 8 inch (\_\_\_x\_\_\_ mm) in size.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

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

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

### **1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Diamond Vogel Paints: [www.diamondvogel.com/#sle](http://www.diamondvogel.com/#sle).
  - 2. Duron, Inc: [www.duron.com/#sle](http://www.duron.com/#sle).
  - 3. Glidden Professional, a product of PPG Architectural Coatings: [www.gliddenprofessional.com](http://www.gliddenprofessional.com).
  - 4. Benjamin Moore & Co: [www.benjaminmoore.com/#sle](http://www.benjaminmoore.com/#sle).
  - 5. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 6. Pratt & Lambert Paints: [www.prattandlambert.com/#sle](http://www.prattandlambert.com/#sle).
  - 7. Basis of Design: Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- C. Primer Sealers: Same manufacturer as top coats.
- D. Block Fillers: Same manufacturer as top coats.
- E. Substitutions: See Section 016000 - Product Requirements.

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

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Flammability: Comply with applicable code for surface burning characteristics.

- D. Colors: As indicated on drawings
  - 1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

### **2.03 PAINT SYSTEMS - INTERIOR**

- A. PNT-4Dry Fall: Metals; exposed structure and overhead-mounted services in utilitarian spaces, including shop primed steel deck.
  - 1. Shop primer by others.
  - 2. Intermediate Coat: same as finish.
  - 3. Top Coat: Waterborne Acrylic Dryfall Flat: SW Pro Industrial B42W00181
  - 4. Flat: MPI gloss level 1; use this sheen at all locations.
- B. PNT-1B, PNT-2B, PNT-3B -Masonry, Pre-catalyzed epoxy, 2 Coat:
  - 1. Prime Coat: Primer sealer, interior, institutional low odor/ VOC, Loxon Concrete & Masonry Primer.
  - 2. Semi-gloss: Two coats of pre-catalyzed epoxy; SW Pro Industrial K46-150.
  - 3. Eggshell: Two coat of pre-catalyzed epoxy; SW Pro Industrial K45-150.
- C. PNT-1A, PNT-2A, PNT-3A -Gypsum Board/ Plaster, Latex, 2 Coat:
  - 1. Prime Coat: Primer sealer, interior, institutional low odor/ VOC, ProMar 200 Zero V.O.C. Latex Primer.
  - 2. Semi-gloss: Two coats of latex; SW ProMar 200 Zero V.O.C. B31-2600.
  - 3. Eggshell: Two coat of latex; SW ProMar 200 Zero V.O.C. B41-2600.

### **2.04 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium

phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- J. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.05 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**END OF SECTION**

**SECTION 102113.19  
PLASTIC TOILET COMPARTMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Solid plastic toilet compartments.

**1.02 REFERENCE STANDARDS**

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- B. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth 2019.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on panel construction, hardware, and accessories.
- C. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.
- D. Samples: Submit two samples of partition panels, 2 by 2 inch (\_\_\_\_by\_\_\_\_ mm) in size illustrating panel finish, color, and sheen.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Solid Plastic Toilet Compartments:
  - 1. Ampco Products, Inc.: [www.ampco.com/#sle](http://www.ampco.com/#sle).
  - 2. Metpar Corp: [www.metpar.com/#sle](http://www.metpar.com/#sle).
  - 3. Partition Systems International of South Carolina; PolyLife HDPE Toilet Partitions: [www.psisc.com/#sle](http://www.psisc.com/#sle).
  - 4. Bradmar by Bradly Corporation.
  - 5. Basis of Design: Hiny Hiders by Scranton Products
  - 6. Substitutions: Section 016000 - Product Requirements.

**2.02 PLASTIC TOILET COMPARTMENTS**

- A. Solid Plastic Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), tested in accordance with NFPA 286; floor-mounted unbraced.
  - 1. Color: To be selected from manufacturer's full color range.
  - 2. Doors:
    - a. Thickness: 1 inch (25 mm).
    - b. Width: 24 inch (610 mm).
    - c. Width for Handicapped Use: 36 inch (915 mm), out-swinging.
    - d. Height: 55 inch (1397 mm).
  - 3. Panels:
    - a. Thickness: 1 inch (25 mm).
    - b. Height: 55 inch (1397 mm).
  - 4. Pilasters:
    - a. Thickness: 1 inch (25 mm).
    - b. Width: As required to fit space; minimum 3 inch (76 mm).
  - 5. Screens: Without doors; to match compartments; mounted to wall with two panel brackets.

## **2.03 ACCESSORIES**

- A. Pilaster Shoes: Formed chrome steel with polished finish, 3 inches (76 mm) high; concealing floor fastenings.
  - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Extruded aluminum, anti-grip profile.
- C. Pilaster Brackets: Natural anodized aluminum.
- D. Wall Brackets: Continuous type, natural anodized aluminum.
- E. Attachments, Screws, and Bolts: Stainless steel , tamper proof type.
- F. Door Hardware: Natural Anodized aluminum
  - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
  - 2. :Door Latch: Slide type with exterior emergency access feature.
  - 3. Door Strike and Keeper with Rubber Bumper: Mount on pilaster in alignment with door latch.
  - 4. Provide door pull for outswinging doors.
  - 5. Coat Hook with Rubber Bumper: One per compartment, mounted on door.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

### **3.02 INSTALLATION**

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 inch to 1/2 inch (9 mm to 13 mm) space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

### **3.03 TOLERANCES**

- A. Maximum Variation From True Position: 1/4 inch (6 mm).
- B. Maximum Variation From Plumb: 1/8 inch (3 mm).

### **3.04 ADJUSTING**

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch (5 mm).
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

**END OF SECTION**

**SECTION 102800  
TOILET, BATH, AND LAUNDRY ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Commercial toilet accessories.
- B. Accessories for toilet rooms and utility rooms.
- C. Diaper changing stations.
- D. Utility room accessories.
- E. Grab bars.

**1.02 RELATED REQUIREMENTS**

- A. Section 102113.19 - Plastic Toilet Compartments.

**1.03 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- C. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service 2015a (Reapproved 2019).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- E. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- F. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium 2017 (Reapproved 2022).
- G. ASTM C1036 - Standard Specification for Flat Glass 2021.
- H. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror 2018.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Commercial Toilet, Shower, and Bath Accessories: Basis of Design Bobrick Washroom Equipment, Inc.
  - 1. AJW Architectural Products: [www.ajw.com](http://www.ajw.com).
  - 2. ASI - American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
  - 3. Bradley Corporation: [www.bradleycorp.com](http://www.bradleycorp.com).
  - 4. Bobrick: [www.bobrick.com](http://www.bobrick.com).
  - 5. Substitutions: Section 016000 - Product Requirements.

**2.02 MATERIALS**

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Keys: Provide 2 keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.



- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- G. Adhesive: Two component epoxy type, waterproof.
- H. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

### 2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, polished finish, unless otherwise noted.
- C. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.
- D. Shop Primed Ferrous Metals: Pretreat and clean, spray apply one coat primer and bake.

### 2.04 COMMERCIAL TOILET ACCESSORIES

- A. Paper Towel Dispensers: Provided by Owner, installed by Contractor.
- B. Toilet Paper Dispensers: Provided by Owner, installed by Contractor.
- C. Soap Dispensers: Provided by Owner, installed by Contractor.
- D. Mirrors: 1/4 inch (6 mm) thick annealed float glass; ASTM C1036. Stainless steel framed.
  - 1. Frame: 0.05 inch (1.3 mm) angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
  - 2. Backing: Full-mirror sized, minimum 0.03 inch (0.8 mm) galvanized steel sheet and nonabsorptive filler material.
  - 3. Products:
    - a. 781-1836 manufactured by Bradley..
    - b. Substitutions: Section 016000 - Product Requirements.
- E. Grab Bars: Stainless steel, peened surface.
  - 1. Standard Duty Grab Bars:
    - a. Push/Pull Point Load: 250 pound-force (1112 N), minimum.
    - b. Dimensions: 1-1/4 inch (32 mm) outside diameter, minimum 0.05 inch (1.3 mm) wall thickness, exposed flange mounting, 1-1/2 inch (38 mm) clearance between wall and inside of grab bar.
    - c. Finish: Satin.
    - d. Length and Configuration: As indicated on drawings.
    - e. Products:
      - 1) Series 832 manufactured by Bradley.
      - 2) Substitutions: Section 016000 - Product Requirements.
- F. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
  - 1. Products:
    - a. 4722-15 Bradley.
    - b. Substitutions: Section 016000 - Product Requirements.

### 2.05 UTILITY ROOM ACCESSORIES

- A. Mop and Broom Holder: 0.05 inch (1.3 mm) thick stainless steel, Type 304, hat-shaped channel.
  - 1. Holders: Three spring-loaded rubber cam holders.
  - 2. Length: 36 inches (900 mm).
- B. Combination Utility Shelf/Mop and Broom Holder: 0.05 inch (1.3 mm) thick stainless steel, Type 304, with 1/2 inch (12 mm) returned edges, 0.06 inch (1.6 mm) steel wall brackets.
  - 1. Mop/broom holders: Three spring-loaded rubber cam holders at shelf front.
  - 2. Length: 36 inches (900 mm).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

### **3.02 PREPARATION**

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

### **3.03 INSTALLATION**

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
  - 1. Grab Bars: As indicated on drawings.

### **3.04 PROTECTION**

- A. Protect installed accessories from damage due to subsequent construction operations.

**END OF SECTION**

Table of Contents

Division	Section Title	Pages
----------	---------------	-------

**DIVISION 21 – FIRE PROTECTION**

21 0500	General Fire Protection Requirements	6
21 0510	Basic Fire Protection Materials and Methods	4
21 1313	Fire Suppression	2

**DIVISION 22 – PLUMBING**

22 0500	General Plumbing Requirements	6
22 0510	Basic Plumbing Materials and Methods	4
22 0700	Plumbing Systems Insulation	3
22 4000	Plumbing	2

**DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING**

23 0500	General HVAC Requirements	6
23 0510	Basic HVAC Materials and Methods	2
23 7000	Ventilation and Air Conditioning	1

**FIRE PROTECTION WORK SHALL INCLUDE:**

SECTION 21 1313  
& SECTIONS 21 0500, 21 0510 AS APPLIES

**PLUMBING WORK SHALL INCLUDE:**

SECTION 22 4000  
& SECTIONS 22 0500, 22 0510 & 22 0700 AS APPLIES

**VENTILATION AND AIR CONDITIONING WORK SHALL INCLUDE:**

SECTION 23 0593, & 23 7000  
& SECTIONS 23 0500 & 23 0510 AS APPLIES

**SECTION 21 0500  
GENERAL FIRE PROTECTION REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The mechanical contractor shall perform all work and furnish all materials as indicated in the mechanical plans and specifications as necessary for the successful completion of this project.

**1.3 PERMITS AND SERVICES**

- A. The mechanical contractor shall obtain all permits and arrange all inspections, give notices and pay all fees as required by the Authority Having Jurisdiction.
- B. This contractor shall coordinate any necessary site utilities including water, gas, and sewer work with local utility, owner, and other contractors to minimize disruption and downtime. ANY AND ALL CHARGES ASSESSED BY THE UTILITY AND CITY TO ACCOMMODATE THE REQUIREMENTS OF THIS PROJECT ARE THE SOLE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. VERIFY ALL CHARGES AND COORDINATE ALL EQUIPMENT NECESSARY WITH THE UTILITY BEFORE SUBMITTING BID.

**1.4 DRAWINGS AND MEASUREMENTS**

- A. Verify all dimensions and conditions with Architectural and Structural drawings. The small scale of the drawings prohibits the indication of all offsets, fittings and accessories necessary and shall be furnished by this Contractor and required for complete and proper operation.
- B. "Existing Conditions" shown on drawings are based on existing plans and limited field investigation. The field survey was conducted to verify, as much as possible, the accuracy of the locations shown. The Contractor shall verify the accuracy of the "Existing Conditions" as shown on the drawings. As the demolition work progresses perform modifications and additions as necessary to correct for these hidden conditions and allow for the completion of the new work.
- C. The general arrangement of the mechanical systems shall be as shown on the drawings. Field changes shall have the written acceptance of the Engineer.
- D. Consult the drawings and specifications of all other trades. Layout work and coordinate with other trades, before installing any equipment, to avoid interfering with these trades or conflicting with applicable codes.
- E. The mechanical contractor shall bear full responsibility for coordinating his work with other trades to avoid conflicts in space requirements, clearances, etc. Problems arising due to lack of coordination will be the responsibility of the mechanical contractor to resolve. Extra work and/or equipment as a result of not coordinating work shall be the responsibility of the installing contractor and at no cost to the Owner.

**1.5 INSPECTION OF SITE AND DOCUMENTS**

- A. Before submitting a proposal on the work contemplated, the bidder shall thoroughly familiarize himself with the contract documents, the site, and all existing conditions and limitations that may affect the performance of his work. Any conflict noted shall be brought to the attention of the Engineer before bidding. If there is not sufficient time prior to bidding, the Contractor shall bid the larger quantity or better quality of work.
- B. No extra compensation will be allowed, because of misunderstanding the amount of work involved or the bidder's lack of knowledge, for obvious conflicts which could have been discovered or reasonably anticipated prior to bidding.

**1.6 REGULATIONS AND CODES**

- A. All work, materials, and equipment in this contract shall comply with all applicable local, city, state and federal ordinances, regulations, and codes.

**1.7 INSTRUCTIONS**

- A. Furnish verbal and engineer approved written instructions to Owner on all systems. Instruction shall include operating procedures, adjustments, and periodic maintenance. Furnish a copy of the written instructions and attach a letter to the Engineer, prior to final inspection, signed by Owner, attesting to date and satisfaction of instructions.

**1.8 OPERATING AND MAINTENANCE MANUALS (3 Hard Copies & 1 Electronic Submittal via Submittal Exchange)**

- A. PRIOR TO FINAL INSPECTION, The mechanical contractor shall furnish (3) hard copies (including 1 USB drive) and (1) electronic submittal via Submittal Exchange of the O&M manuals to the Engineer, containing all pertinent data to the mechanical systems. Information shall be indexed and labeled per system and shall include catalog cuts, installation manuals, maintenance manuals, manufacturer's names, replacement parts list. Include balancing reports as specified. Include written instructions and warranty info as specified.
- B. The first section shall be indexed/labeled "WRITTEN INSTRUCTIONS & TRAINING" noting written instructions with company service contact info and shall include a list of filters for each unit. Also include document with owners signature attesting to date and satisfaction of training.
- C. The second section shall be indexed/labeled "WARRANTY INFO" and shall include a statement of guarantee on the contractors company letter head and shall include warranty statements of all equipment provided/installed under his contract with specific dates. This will note any longer/special warranties.

**1.9 AS-CONSTRUCTED DRAWINGS (Red Lined on Plans & USB Drive containing scanned PDF)**

- A. During construction, each trade shall keep track of the major changes in the rerouting of piping and equipment, and shall note these in red on one set of drawings. This set of drawings shall be submitted with the Operation and Maintenance Manuals along with a USB drive containing a single PDF file with these same red line plans in electronic form. Most printing shops will be able to scan your trade's large plan sheets into electronic form. Contact the engineer's office if there are any questions.

**1.10 WORKMANSHIP**

- A. Qualified individuals that are properly licensed to perform the work involved shall perform all mechanical work.

**1.11 CUTTING AND PATCHING**

- A. This Contractor shall be responsible for all cutting and patching of holes required for passage of piping, equipment, and ducts. This also applies to the removal or installation of new equipment.
- B. All cutting of existing construction required to install or join new work, except where otherwise indicated on the plans, shall be the responsibility of this Contractor and coordinated with the General Contractor. Before making any cuts, verify exact locations and sizes with the Engineer or Owner to confirm that no structural members will be cut. Contractor shall make every effort to minimize extent of cutting existing construction.
- C. The mechanical contractor shall be responsible for patching any openings left in floors, walls, and ceilings that were caused by his/her actions. Patching shall match existing surface in color, texture and quality so that patch is indistinguishable from original surface.

**1.12 PAINTING**

- A. Any equipment which becomes rusted or damaged during construction shall be repaired, cleaned, and repainted by this Contractor. Painting shall always be applied in two coats, one primer and one finish.

### **1.13 EQUIPMENT AND PIPE SUPPORTS**

- A. Provide all structural supporting frames, steel stands, concrete bases, and hangers as required for mechanical equipment. All floor equipment shall be set on 4" high concrete bases furnished by this Contractor, unless otherwise noted.
- B. Paint all unprotected metal, except galvanized and copper, with metal protective paint.
- C. Hangers for piping shall be large enough to encompass insulation.
- D. Provide saddles at all hangers or supports of insulated piping. Saddles for 4" and larger piping shall be fabricated of 14 gauge galvanized iron, and for smaller piping shall be fabricated of 16 gauge galvanized iron. Saddles shall be one-half the circumference of the pipe insulation and 4" shorter than the insulation inserts.
- E. Under no condition shall any pipe or duct structure be used to support another.

### **1.14 ACCESS TO EQUIPMENT**

- A. Access shall be provided to all motors, valves, dampers, controls, specialties, etc., for maintenance purposes. All access doors, access panels, removable sections, etc., required for access shall be provided. The location of the access openings relative to the mechanical equipment shall be coordinated to assure proper access to the equipment.
- B. Access openings are required for manual, motorized, fire, and smoke dampers and other devices requiring access and shall be provided in the ductwork, plenums, housings, tanks, etc., under this portion of the contract.

### **1.15 EXCAVATING AND BACKFILLING**

- A. When work to be completed by this contractor requires trenching, digging, etc. this contractor shall be responsible for properly protecting open trenches in accordance with required safety procedures. Backfill shall be placed in horizontal layers, not exceeding 9 inches in thickness. Moisten and hand or machine compact to 95% of standard proctor density. Bring fill to elevations indicated. If backfill fails the proctor density test in accordance with ASTM D-2049 and conducted by an independent testing laboratory retained by the owner, Contractor shall recompact and retest until satisfactory density is reached. This contractor shall restore the surface (whether grass, asphalt, concrete, etc.) to its original condition. Grass shall be seeded to match surrounding turf.
- B. When work is in public street, paving repairs shall be equal to and comply with municipal agency requirements. If repairs are done by municipal agency, make necessary arrangement with such agency to make the repairs. Contractor shall include cost for permits, inspection fees, work, etc. in Mechanical Bid.

### **1.16 TESTING AND ADJUSTING**

- A. At the completion of work, all parts of the installation under Division 21 shall be cleaned, lubricated, tested, and adjusted for proper operation.
- B. All piping and ductwork shall be tested and cleaned as required, by all local, state and federal codes. Tests shall be performed in the presence of the authority having jurisdiction. Written notification of test, date, and results shall be furnished to the Engineer before concealing or covering the installation.
- C. All controls shall be tested and adjusted for proper operation. Adjustments shall be made when all systems are operating which may affect the control system.
- D. An Independent Testing & Balancing Agent shall test and balance all mechanical systems as specified in Section 23 0593.

### **1.17 GUARANTEE**

- A. Warranty: The mechanical contractor shall warrant his work against failure and workmanship for a period of at least one year from the date of substantial completion, for all new work. Any work that is defective within that one-year period shall be replaced by the Contractor without charge. If longer/special warranties are noted elsewhere in the specifications, those warranties shall apply.

### 1.18 EQUIPMENT IDENTIFICATION

- A. Major equipment, rooftop units, energy recovery ventilators, electric duct heaters, heat pumps, exhaust fans, etc. shall be provided with identification as designated on the plans. Labels shall be black laminated three-layer plastic with engraved white 1/2 inch letters, and screwed or riveted to the equipment. Manufactured by Brady, Champion America, Inc., Seton.
- B. Piping shall be identified as to contents and flow direction with plastic, color coded, snap-on Seton labels. Pipes shall be labeled at each equipment connection, locate identification not to exceed 40 feet on straight runs including rises and drops, adjacent to each valve, and at each side of penetration of structure or enclosure, and at each obstruction.
- C. Valve tags shall be brass with stamped letters, tag size 1-1/2" minimum in diameter.
- D. Color coated indicators shall be installed on the ceiling grid or access door to hard lid areas to indicate all valves and other ceiling mounted equipment requiring service (example – VAV's). Each trade shall be responsible for equipment provided under their respectable trade.

### 1.19 MECHANICAL SUBMITTAL

- A. All equipment shall be as listed on the equipment schedules or approved equal.
- B. Prior Approval: Manufacturers whose product is not specified or specifically listed on the plans or in the specifications are allowed to submit information on a product that they would like to be considered as an equal to those specified or listed. By submitting this information for consideration, the product representative is indicating that the product being presented for consideration equals or exceeds the specified product in quality, performance and operating parameters. Proof of equality rests with the party making the request. The procedure for this submittal is listed below.
- C. Submit literature on product that is to be considered for prior approval. This literature shall include catalog cuts with all pertinent technical specifications, dimensions and pictures of the product.
- D. Final approval of all equipment shall be contingent on shop drawing acceptance, compliance with the specifications and performance criteria as required. General approval to bid a product does not relieve the supplier or contractor of meeting specific specification requirements.
- E. The Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation requirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.
- F. Literature shall be submitted so that the engineer receives it no later than 7 days prior to bid date.
- G. All approvals will be in the form of an addendum issued to all plan holders.
- H. List of Acceptable Substitutions:
  - 1. N/A.

### 1.20 SHOP DRAWINGS

- A. Before ordering any item, Contractor shall review, stamp with his approval and submit shop drawings of equipment as to be furnished under this contract.
  - 1. Electronic submittals are REQUIRED. Electronic submittals can be one combined .pdf. for each of the following mechanical trades: Fire Sprinkler Drawings, Fire Sprinkler Calcs, Fire Sprinkler Materials, Plumbing, and HVAC.
- B. Where the contractor is submitting shop drawings that differ from the plans and specifications, the contractor must notify the engineer in writing each variance from the plans and specifications and the Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation requirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.

- C. Product Data shall include, but are not limited to, the following: Manufacturer's product specifications, Manufacturer's installation instructions, standard color charts, catalog cuts, roughing-in diagrams and templates, and standard wiring diagrams.

#### **1.21 TEMPORARY HEAT**

- A. Temporary heating of the building during construction will be provided as specified in the General Conditions and Supplemental General Conditions. Under no circumstance shall the proposed HVAC equipment be brought into service as temporary heating prior to project completion without written permission from the mechanical engineer & owner.

#### **1.22 EXECUTION**

- A. Remove equipment as indicated. Demolition work shall be coordinated with the Owner. Should questions arise regarding the removal of equipment, confer with the owner before such equipment is demolished.
- B. Materials removed by demolition shall remain the property of the Owner unless specifically noted. Material the Owner does not wish to retain shall be removed and properly disposed of by the Contractor.
- C. The existing building will be in use during this construction. Schedule and carry out the work in such a manner as to cause the Owner a minimum of inconvenience due to service interruptions. Temporary services shall be installed if one area or phase of construction disrupts service to another area of the building or if equipment has to be relocated to allow construction to progress. Service interruptions shall be confined to the smallest area possible at any one time and interruptions shall be scheduled with the Owners site representative. After service has been restored following an interruption, inspect areas affected by the interruption and be responsible for returning automatically controlled equipment to the same operating condition that existed prior to the interruption.
- D. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.
- E. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- F. Coordinate mechanical equipment and materials installation with other building components. Verify all dimensions by field measurements. Arrange for chases, slots, and openings in other building components to allow for mechanical installations.
- G. Final locations of equipment may differ slightly from those shown on these plans. Coordinate exact location of equipment with equipment supplier, structural members, furniture layout and other trades before rough in and adjust accordingly. Pricing shall allow for a minimum of 10 ft. of difference in the actual location of items as compared to the location shown on the drawings.
- H. All penetrations for piping, ductwork, etc. which penetrate floors, fire and/or smoke walls, roofs, full height partitions and similar structures shall be sealed by the mechanical contractor with a UL system specifically approved for the application. This system must maintain the required fire rating.
- I. All mechanical systems shall be tested and cleaned as required by Authority Having Jurisdiction.
- J. The mechanical contractor shall have the full responsibility of ensuring that his/her work is performed in a safe manner and shall bear all liability associated with his/her job site safety.
- K. Upon completion of the work, the Contractor shall notify the A/E and make arrangements for a final inspection. Contactor shall provide A/E with copy of all required balance reports prior to the final inspection.
- L. After the final inspection is made, the Contractor will receive a list of items requiring adjustment, correction, replacement, or completion.



- M. The Contractor shall comply completely with all listed requirements within (40) days of receipt of list. Should the Contractor fail to perform within this time limit, the A/E and/or Owner reserves the right to have the work completed by others and the cost deducted from the contract price.

**END OF SECTION 21 0500**

**SECTION 21 0510  
BASIC FIRE PROTECTION MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This section includes the following basic mechanical materials and methods to complement other Division 21 Sections.
  1. Piping materials and installation instructions common to most piping systems.
  2. Dielectric fittings.
  3. Mechanical sleeve seals.
  4. Sleeves.
  5. Escutcheons.
  6. Grout.
  7. Installation requirements common to equipment specification sections.

**1.3 DEFINITIONS**

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

**1.4 QUALITY ASSURANCE**

- A. All piping shall be specified in this section. Material and installation shall also be subject to state, local codes and ordinances of the area encompassing this project.
- B. Welder's Qualifications: All welder shall be qualified in accordance with ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- C. Plastic waste, vent and roof drain piping is not allowed above any ceiling in a return air plenum.
- D. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

**PART 2 - PRODUCTS**

**2.1 PIPE, TUBE, AND FITTINGS**

- A. Provide piping and factory fabricated fittings as indicated for each service and pipe size. Fitting sizes and types shall match piping or equipment connections. Where not indicated, comply with governing regulations or manufacturer's recommendations.

**2.2 DIELECTRIC FITTINGS**

- A. General: Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion.

- B. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- C. Insulating Material: Suitable for system fluid, pressure, and temperature.
- D. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
- E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

### **2.3 MECHANICAL SLEEVE SEALS**

- A. Description: Modular design, with interlocking rubber links shaped to continuously fill annular space between pipe and sleeve. Include connecting bolts and pressure plates.

### **2.4 SLEEVES**

- A. The following materials are for wall, floor, slab, and roof penetrations:
  - 1. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
  - 2. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
  - 3. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
  - 4. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

### **2.5 ESCUTCHEONS**

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Cast-Brass Type: With set screw.
  - 1. Finish: Polished chrome-plated.
- C. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
  - 1. Finish: Polished chrome-plated.

### **2.6 GROUT**

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## **PART 3 - EXECUTION**

### **3.1 MECHANICAL DEMOLITION**

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
  - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
  - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
  - 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.

6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
  7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

### 3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 21 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Do not run piping through electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run through electrical spaces, if approved by local authority.
- E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Install piping to permit valve servicing.
- H. Install piping to allow maximum possible headroom unless specific mounting heights or slopes are indicated.
- I. Install piping at indicated slopes, or level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- J. Install piping free of sags and bends.
- K. Install fittings for changes in direction and branch connections.
- L. Install piping to allow application of insulation.
- M. Select system components with pressure rating equal to or greater than system operating pressure.
- N. Install escutcheons for penetrations of walls, ceilings, and floors.
- O. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- P. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
  1. Install steel pipe for sleeves smaller than 6 inches in diameter.
  2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
  3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

- Q. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
  - 1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- R. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials conforming to the 25/50 flame spread and smoke developed rating.
- S. Verify final equipment locations for roughing-in.
- T. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

### **3.3 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS**

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

END OF SECTION 21 0510

**SECTION 21 1313  
FIRE PROTECTION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The work in this section of the specification and the accompanying drawings consists of performing all labor, equipment, accessories, and materials and in performing all operations necessary for the installation of a complete fire protection system as described herein and/or shown on the Drawings. This includes all piping, wiring, and materials necessary for complete systems though not specifically mentioned or shown.
- B. Prior to bidding: It shall be the responsibility of this contractor to verify water supply pressures and flow sufficient to meet the design requirements to serve this facility. If the water supply system is not of adequate pressures and flow for installation without a fire pump and/or storage tank, it shall be the responsibility of this contractor to notify the engineer at once so that an addendum can be sent out to coordinate & address the additional fire pump/storage tank requirements.

**1.3 QUALITY ASSURANCE**

- A. The Contractor for the Fire Protection installation shall be a qualified Fire Protection Contractor regularly engaged in the installation of Automatic Fire Sprinkler Systems and other Fire Protection Equipment.
- B. All material, equipment, valves, and devices installed or furnished under this section shall be listed or approved for use in the fire protection installation by the authorities, agencies, codes, and standards named in this Section of the Specifications:
  - 1. Underwriters Laboratories – Approved Fire Protection
  - 2. NFPA Pamphlet No. 13
- C. The Fire Protection System shall be designed and installed to comply with the following standards and/or codes of the latest issue:
  - 1. NFPA Pamphlet No. 13 – Sprinkler Systems

**1.4 WORKING DRAWINGS**

- A. Before commencing with the sprinkler installation, the Fire Protection Contractor shall submit Working Drawings to the Authorities Having Jurisdiction and agencies specified for review and approval and/or acceptance. Following approval by Authorities Having Jurisdiction, the Contractor shall submit the Drawings to the Architect/Engineer in accordance with the General Conditions and Section 210500, General Fire Protection Requirements – Shop Drawings.

**1.5 INSPECTION AND TESTS**

- A. All inspections, examinations, and tests required by the authorities and agencies specified shall be arranged and paid for by the Fire Protection Contractor as necessary, to obtain complete and final acceptance of the Fire Protection System.

**1.6 CONTRACTOR'S CERTIFICATE**

- A. After completion of the fire protection installation and at the start of the guarantee year, the Fire Protection Contractor shall execute and file five (5) copies of the "Contractor's Material and Test Certificate, Sprinkler systems -Water Spray Systems" with the Engineer. At the time of final inspection the following maintenance shall be performed:
  - 1. Operation of all control valves.
  - 2. Lubrication of operation stems of all interior control valves.
  - 3. Operation of alarm bell.
  - 4. Cleaning of sprinkler valves.
  - 5. Lubrication of fire protection inlet water connections.

**PART 2 - PRODUCTS**

**2.1 PIPING REQUIREMENTS**

- A. In all exposed structure areas, such as storage rooms, etc., piping material shall be iron pipe. In concealed areas throughout CPVC will not be acceptable. All piping to be rated for fire sprinkler installation.

**2.2 PROTECTIVE CAGES**

- A. N/A.

**2.3 QUICK RESPONSE SPRINKLER HEADS**

- A. Quick response sprinkler heads shall be standard semi-recessed chrome pendant type or concealed as noted in all locations where piping is concealed above ceilings.
- B. Quick response sprinkler heads shall be standard upright type where piping is installed exposed. Upright heads shall be plain brass finish.
- C. Quick response sidewall sprinkler heads, where permitted, shall be semi-recessed chrome plated in finished rooms, plain brass elsewhere.
- D. Temp rating of sprinkler heads shall be in accordance with requirements of approving authorities.
- E. Sprinkler heads shall be installed centered in the ceiling tile where applicable. Three locations are acceptable in 2 foot by 4 foot ceiling tiles.
- F. Any ceiling lower than 8'-0" shall have concealed pendant heads.

**2.4 WATERFLOW SWITCHES AND ALARMS**

- A. Existing to remain and be utilized.

**2.5 DRAINS**

- A. Existing to remain and be utilized.

**2.6 SIAMESE FIRE DEPARTMENT CONNECTION**

- A. Existing to remain be utilized.

**2.7 DOUBLE CHECK BACKFLOW PREVENTER**

- A. Existing to remain be utilized.

**END OF SECTION 21 1313**

**SECTION 22 0500  
GENERAL PLUMBING REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The mechanical contractor shall perform all work and furnish all materials as indicated in the mechanical plans and specifications as necessary for the successful completion of this project.

**1.3 PERMITS AND SERVICES**

- A. The mechanical contractor shall obtain all permits and arrange all inspections, give notices and pay all fees as required by the Authority Having Jurisdiction.
- B. This contractor shall coordinate any necessary site utilities including water, gas, and sewer work with local utility, owner, and other contractors to minimize disruption and downtime. ANY AND ALL CHARGES ASSESSED BY THE CITY OF ABERDEEN OR UTILITY TO ACCOMMODATE THE REQUIREMENTS OF THIS PROJECT ARE THE SOLE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. VERIFY ALL CHARGES AND COORDINATE ALL EQUIPMENT NECESSARY WITH THE UTILITY BEFORE SUBMITTING BID.

**1.4 DRAWINGS AND MEASUREMENTS**

- A. Verify all dimensions and conditions with Architectural and Structural drawings. The small scale of the drawings prohibits the indication of all offsets, fittings and accessories necessary and shall be furnished by this Contractor and required for complete and proper operation.
- B. "Existing Conditions" shown on drawings are based on existing plans and limited field investigation. The field survey was conducted to verify, as much as possible, the accuracy of the locations shown. The Contractor shall verify the accuracy of the "Existing Conditions" as shown on the drawings. As the demolition work progresses perform modifications and additions as necessary to correct for these hidden conditions and allow for the completion of the new work.
- C. The general arrangement of the mechanical systems shall be as shown on the drawings. Field changes shall have the written acceptance of the Engineer.
- D. Consult the drawings and specifications of all other trades. Layout work and coordinate with other trades, before installing any equipment, to avoid interfering with these trades or conflicting with applicable codes.
- E. The mechanical contractor shall bear full responsibility for coordinating his work with other trades to avoid conflicts in space requirements, clearances, etc. Problems arising due to lack of coordination will be the responsibility of the mechanical contractor to resolve. Extra work and/or equipment as a result of not coordinating work shall be the responsibility of the installing contractor and at no cost to the Owner.

**1.5 INSPECTION OF SITE AND DOCUMENTS**

- A. Before submitting a proposal on the work contemplated, the bidder shall thoroughly familiarize himself with the contract documents, the site, and all existing conditions and limitations that may affect the performance of his work. Any conflict noted shall be brought to the attention of the Engineer before bidding. If there is not sufficient time prior to bidding, the Contractor shall bid the larger quantity or better quality of work.
- B. No extra compensation will be allowed, because of misunderstanding the amount of work involved or the bidder's lack of knowledge, for obvious conflicts which could have been discovered or reasonably anticipated prior to bidding.



## **1.6 REGULATIONS AND CODES**

- A. All work, materials, and equipment in this contract shall comply with all applicable local, city, state and federal ordinances, regulations, and codes.

## **1.7 INSTRUCTIONS**

- A. Furnish verbal and engineer approved written instructions to Owner on all systems. Instruction shall include operating procedures, adjustments, and periodic maintenance. Furnish a copy of the written instructions and attach a letter to the Engineer, prior to final inspection, signed by Owner, attesting to date and satisfaction of instructions.

## **1.1 OPERATING AND MAINTENANCE MANUALS (3 Hard Copies & 1 Electronic Submittal via Submittal Exchange)**

- A. PRIOR TO FINAL INSPECTION, The mechanical contractor shall furnish (3) hard copies (including 1 USB drive) and (1) electronic submittal via Submittal Exchange to the Engineer, containing all pertinent data to the mechanical systems. Information shall be indexed and labeled per system and shall include catalog cuts, installation manuals, maintenance manuals, manufacturer's names, replacement parts list. Include balancing reports as specified. Include written instructions and warranty info as specified.
- B. The first section shall be indexed/labeled "WRITTEN INSTRUCTIONS & TRAINING" noting written instructions with company service contact info and shall include a list of filters for each unit. Also include document with owners signature attesting to date and satisfaction of training.
- C. The second section shall be indexed/labeled "WARRANTY INFO" and shall include a statement of guarantee on the contractors company letter head and shall include warranty statements of all equipment provided/installed under his contract with specific dates. This will note any longer/special warranties.

## **1.2 AS-CONSTRUCTED DRAWINGS (Red Lined on Plans & USB Drive containing scanned PDF)**

- A. During construction, each trade shall keep track of the major changes in the rerouting of piping and equipment, and shall note these in red on one set of drawings. This set of drawings shall be submitted with the Operation and Maintenance Manuals along with a USB drive containing a single pdf file with these same red line plans in electronic form. Most printing shops will be able to scan your trade's large plan sheets into electronic form. Contact the engineer's office if there are any questions.

## **1.3 WORKMANSHIP**

- A. Qualified individuals that are properly licensed to perform the work involved shall perform all mechanical work.

## **1.4 CUTTING AND PATCHING**

- A. This Contractor shall be responsible for all cutting and patching of holes required for passage of piping, equipment, and ducts. This also applies to the removal or installation of new equipment.
- B. All cutting of existing construction required to install or join new work, except where otherwise indicated on the plans, shall be the responsibility of this Contractor and coordinated with the Construction Manager. Before making any cuts, verify exact locations and sizes with the Construction Manager to confirm that no structural members will be cut. Contractor shall make every effort to minimize extent of cutting existing construction.
- C. The mechanical contractor shall be responsible for patching any openings left in floors, walls, and ceilings that were caused by his/her actions. Patching shall match existing surface in color, texture and quality so that patch is indistinguishable from original surface.

## **1.5 PAINTING**

- A. Any equipment which becomes rusted or damaged during construction shall be repaired, cleaned, and repainted by this Contractor. Painting shall always be applied in two coats, one primer and one finish.

### **1.6 EQUIPMENT AND PIPE SUPPORTS**

- A. Provide all structural supporting frames, steel stands, concrete bases, and hangers as required for mechanical equipment. All floor equipment shall be set on 4" high concrete bases furnished by this Contractor, unless otherwise noted.
- B. Paint all unprotected metal, except galvanized and copper, with metal protective paint.
- C. Hangers for piping shall be large enough to encompass insulation.
- D. All piping support must be installed such that it does not compromise the vapor seal of the insulation.
- E. Provide saddles at all hangers or supports of insulated piping. Saddles for 4" and larger piping shall be fabricated of 14 gauge galvanized iron, and for smaller piping shall be fabricated of 16 gauge galvanized iron. Saddles shall be one-half the circumference of the pipe insulation and 4" shorter than the insulation inserts.
- F. Under no condition shall any pipe or duct structure be used to support another.

### **1.7 ACCESS TO EQUIPMENT**

- A. Access shall be provided to all motors, valves, dampers, controls, specialties, etc., for maintenance purposes. All access doors, access panels, removable sections, etc., required for access shall be provided. The location of the access openings relative to the mechanical equipment shall be coordinated to assure proper access to the equipment.
- B. Access openings are required for manual, motorized, fire, and smoke dampers and other devices requiring access and shall be provided in the ductwork, plenums, housings, tanks, etc., under this portion of the contract.

### **1.8 EXCAVATING AND BACKFILLING**

- A. None.

### **1.9 TESTING AND ADJUSTING**

- A. At the completion of work, all parts of the installation under Division 22 shall be cleaned, lubricated, tested, and adjusted for proper operation.
- B. All piping and ductwork shall be tested and cleaned as required, by all local, state and federal codes. Tests shall be performed in the presence of the authority having jurisdiction. Written notification of test, date, and results shall be furnished to the Engineer before concealing or covering the installation.
- C. All controls shall be tested and adjusted for proper operation. Adjustments shall be made when all systems are operating which may affect the control system.
- D. The Mechanical Contractor shall test and balance all mechanical systems.
- E. A complete test shall be made of each system, adjusting fan speeds, dampers and registers so as to get the air flow called for on the plans. Pulleys shall be adjusted or changed so as to get the total air flow from each fan unit. Any additional dampers, which may be required to balance the system shall be furnished and installed by this contractor. After balancing each system, the contractor shall take readings of air flow from each opening and submit the tabulation to the engineer for approval. Tabulation shall show register size, required CFM, measured velocity and actual CFM. Balance report shall be included in the O&M Manuals.

### **1.10 GUARANTEE**

- A. Warranty: The mechanical contractor shall warrant his work against failure and workmanship for a period of at least one year from the date of substantial completion, for all new work. Any work that is defective within that one-year period shall be replaced by the Contractor without charge. If longer/special warranties are noted elsewhere in the specifications, those warranties shall apply.

### **1.11 EQUIPMENT IDENTIFICATION**

- A. Major equipment, rooftop units, energy recovery ventilators, electric duct heaters, heat pumps, exhaust fans, etc. shall be provided with identification as designated on the plans. Labels shall

be black laminated three-layer plastic with engraved white 1/2 inch letters, and screwed or riveted to the equipment. Manufactured by Brady, Champion America, Inc., Seton.

- B. Piping shall be identified as to contents and flow direction with plastic, color coded, snap-on Seton labels. Pipes shall be labeled at each equipment connection, locate identification not to exceed 40 feet on straight runs including rises and drops, adjacent to each valve, and at each side of penetration of structure or enclosure, and at each obstruction.
- C. Valve tags shall be brass with stamped letters, tag size 1-1/2" minimum in diameter.
- D. Color coated indicators shall be installed on the ceiling grid or access door to hard lid areas to indicate all valves and other ceiling mounted equipment requiring service (example – VAV's). Each trade shall be responsible for equipment provided under their respectable trade.

#### **1.12 MECHANICAL SUBMITTAL**

- A. All equipment shall be as listed on the equipment schedules or approved equal.
- B. Prior Approval: Manufacturers whose product is not specified or specifically listed on the plans or in the specifications are allowed to submit information on a product that they would like to be considered as an equal to those specified or listed. By submitting this information for consideration, the product representative is indicating that the product being presented for consideration equals or exceeds the specified product in quality, performance and operating parameters. Proof of equality rests with the party making the request. The procedure for this submittal is listed below.
- C. Submit literature on product that is to be considered for prior approval. This literature shall include catalog cuts with all pertinent technical specifications, dimensions and pictures of the product.
- D. Final approval of all equipment shall be contingent on shop drawing acceptance, compliance with the specifications and performance criteria as required. General approval to bid a product does not relieve the supplier or contractor of meeting specific specification requirements.
- E. The Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation requirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.
- F. Literature shall be submitted so that the engineer receives it no later than 7 days prior to bid date.
- G. All approvals will be in the form of an addendum issued to all plan holders.
- H. List of Acceptable Substitutions:
  - 1. Floor Drains and Clean Outs: Wade, Zurn, Smith, Josam, Ancon, Watts.
  - 2. Valves: Crane, Hammond, Watts, Rockwell, Milwaukee Valve Co., Mueller.
  - 3. Plumbing Fixtures: American Standard, Kohler, Crane, Elkay, Just, Zurn, Fiat
  - 4. Fixture Brass: American Standard, Kohler, Zurn, Sloan, T & S Brass, Chicago, Bradley, Swan, Woodford Mfg., Delta
  - 5. Point of Use Thermostatic Mixing Valves: Watts, Zurn, Lawler
  - 6. Lav Premolded Insulation Kit: Plumberex, Truebro
  - 7. Toilet Seats: Kohler, Church, Beneke, Bemis, Olsonite

#### **1.13 SHOP DRAWINGS**

- A. Before ordering any item, Contractor shall review, stamp with his approval and submit shop drawings of equipment as to be furnished under this contract.
  - 1. Electronic submittals are REQUIRED. Electronic submittals can be one combined PDF file. for each of the following mechanical trades: Fire Sprinkler, Plumbing, HVAC.
- B. Where the contractor is submitting shop drawings that differ from the plans and specifications, the contractor must notify the engineer in writing each variance from the plans and specifications and the Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation re

quirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.

- C. Product Data shall include, but are not limited to, the following: Manufacturer's product specifications, Manufacturer's installation instructions, standard color charts, catalog cuts, roughing-in diagrams and templates, and standard wiring diagrams.

#### 1.14 TEMPORARY HEAT

- A. NA.

#### 1.15 EXECUTION

- A. Remove equipment as indicated. Demolition work shall be coordinated with the Owner. Should questions arise regarding the removal of equipment, confer with the owner before such equipment is demolished.
- B. Materials removed by demolition shall remain the property of the Owner unless specifically noted. Material the Owner does not wish to retain shall be removed and properly disposed of by the Contractor.
- C. The existing building will be in use during this construction. Schedule and carry out the work in such a manner as to cause the Owner a minimum of inconvenience due to service interruptions. At no additional costs, temporary services shall be installed if one area or phase of construction disrupts service to another area of the building or if equipment has to be relocated to allow construction to progress. Service interruptions shall be confined to the smallest area possible at any one time and interruptions shall be scheduled with the Owners site representative. After service has been restored following an interruption, inspect areas affected by the interruption and be responsible for returning automatically controlled equipment to the same operating condition that existed prior to the interruption. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.
- D. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- E. Coordinate mechanical equipment and materials installation with other building components. Verify all dimensions by field measurements. Arrange for chases, slots, and openings in other building components to allow for mechanical installations.
- F. Final locations of equipment may differ slightly from those shown on these plans. Coordinate exact location of equipment with equipment supplier, structural members, furniture layout and other trades before rough in and adjust accordingly. Pricing shall allow for a minimum of 10 ft. of difference in the actual location of items as compared to the location shown on the drawings.
- G. All penetrations for piping, ductwork, etc. which penetrate floors, fire and/or smoke walls, roofs, full height partitions and similar structures shall be sealed by the mechanical contractor with a UL system specifically approved for the application. This system must maintain the required fire rating.
- H. All mechanical systems shall be tested and cleaned as required by Authority Having Jurisdiction.
- I. The mechanical contractor shall have the full responsibility of ensuring that his/her work is performed in a safe manner and shall bear all liability associated with his/her job site safety.
- J. Upon completion of the work, the Contractor shall notify the A/E and make arrangements for a final inspection. Contactor shall provide A/E with copy of all required balance reports prior to the final inspection.
- K. After the final inspection is made, the Contractor will receive a list of items requiring adjustment, correction, replacement, or completion.
- L. The Contractor shall comply completely with all listed requirements within (40) days of receipt of list. Should the Contractor fail to perform within this time limit, the A/E and/or Owner re

serves the right to have the work completed by others and the cost deducted from the contract price.

**END OF SECTION 22 0500**

**SECTION 22 0510**  
**BASIC PLUMBING MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This section includes the following basic mechanical materials and methods to complement other Division 22 Sections.
  - 1. Piping materials and installation instructions common to most piping systems.
  - 2. Dielectric fittings.
  - 3. Mechanical sleeve seals.
  - 4. Sleeves.
  - 5. Escutcheons.
  - 6. Grout.
  - 7. Mechanical Demolition.
  - 8. Installation requirements common to equipment specification sections.

**1.3 DEFINITIONS**

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

**1.4 QUALITY ASSURANCE**

- A. All piping shall be specified in this section. Material and installation shall also be subject to state, local codes and ordinances of the area encompassing this project.
- B. Welder's Qualifications: All welder shall be qualified in accordance with ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- C. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G. Plastic piping components shall be marked with "NSF-pw."
- D. Plastic vent piping is not allowed above any ceiling in a return air plenum.
- E. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

**PART 2 - PRODUCTS**

**2.1 PIPE, TUBE, AND FITTINGS**

- A. Provide piping and factory fabricated fittings as indicated for each service and pipe size. Fitting sizes and types shall match piping or equipment connections. Where not indicated, comply with governing regulations or manufacturer's recommendations.

## **2.2 SANITARY WASTE, VENTING, AND STORM PIPING**

- A. Below Grade: Extra heavy weight, coated cast iron soil pipe, hub-&-spigot, ASTM A 74, with TY-seal double seal, premolded one piece Neoprene compression type gasket, ASTM C 564, or lead/oakum joint materials, FSQQ-C-40.
  - 1. Service weight "No-Hub" cast iron soil pipe, FS WW-P-401, with Neoprene gasket, ASTM C564, and stainless steel drawband.
  - 2. Where permitted by plumbing and building codes, schedule 40 Polyvinyl Chloride sewer pipe (PVC), ASTM D 2729, with sewer fittings ASTM D 2729, and solvent cement, ASTM D 2564.
- B. Above Grade: Service weight cast iron soil pipe, Hub-&-Spigot, ASTM A 74, with premolded one piece Neoprene compression type gasket, ASTM C 564, or lead/oakum joint materials, FS QQ-C-40.
  - 1. Service weight "No-Hub" cast iron soil pipe, CISPI standard 301, or FS WW-P-401, with Neoprene gasket, ASTM C564, and stainless steel drawband, conforming to CISPI standard 310.
  - 2. Where permitted by plumbing and building codes, schedule 40 Polyvinyl Chloride (PVC), type DWV, ASTM D 2665; with schedule 40 DWV fittings, ASTM D 2665 and patterns conforming to ASTM D 3311. Solvent cement, ASTM D 3138.

## **2.3 DOMESTIC WATER (HOT, RECIRCULATING HOT, AND COLD WATER) IN BUILDING ABOVE GROUND**

- A. Piping drops within walls shall by Type "L" hard drawn copper water tube. Fittings wrought copper, solder joints. Joints 95-5 or lead free solder.
- B. Uponor Pex A potable water piping system with Uponor F1960 expandable fittings (no crimp fittings to be accepted) provided the contractor is trained and following all manufacturer's recommendations thus fulfilling all available Uponor warranty coverage.

## **2.4 DIELECTRIC FITTINGS**

- A. General: Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion.
- B. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- C. Insulating Material: Suitable for system fluid, pressure, and temperature.
- D. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
- E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

## **2.5 MECHANICAL SLEEVE SEALS**

- A. Description: Modular design, with interlocking rubber links shaped to continuously fill annular space between pipe and sleeve. Include connecting bolts and pressure plates.

## **2.6 SLEEVES**

- A. The following materials are for wall, floor, slab, and roof penetrations:
  - 1. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
  - 2. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
  - 3. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
  - 4. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

## 2.7 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Cast-Brass Type: With set screw.
  - 1. Finish: Polished chrome-plated.
- C. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
  - 1. Finish: Polished chrome-plated.

## 2.8 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## PART 3 - EXECUTION

### 3.1 MECHANICAL DEMOLITION

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
  - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
  - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
  - 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - 6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
  - 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

### 3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Do not run piping through electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run through electrical spaces, if approved by local authority.



- E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Install piping to permit valve servicing.
- H. Install piping to allow maximum possible headroom unless specific mounting heights or slopes are indicated.
- I. Install piping at indicated slopes, or level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- J. Install piping free of sags and bends.
- K. Install fittings for changes in direction and branch connections.
- L. Install piping to allow application of insulation.
- M. Select system components with pressure rating equal to or greater than system operating pressure.
- N. Install escutcheons for penetrations of walls, ceilings, and floors.
- O. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials conforming to the 25/50 flame spread and smoke developed rating.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

### **3.3 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS**

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

**END OF SECTION 22 0510**

**SECTION 22 0700  
PLUMBING SYSTEMS INSULATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The work in this section of the specification and the accompanying drawings consists of performing all labor, equipment, accessories, and materials and in performing all operations necessary for the installation of all insulation for the plumbing, and sealing of sleeves.
- B. Work to be insulated includes the following:
  - 1. All domestic cold, hot, and recirculating hot water piping, valves, and fittings.
  - 2. All sleeves.
- C. All insulation work shall be installed in a workmanlike manner by skilled workmen engaged in this type of work.
- D. Fire-Test-Response Characteristics: Provide products with flame-spread and smoke-developed indices of 25 and 50, respectively, according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction.

**1.3 SUBMITTALS**

- A. Shop drawings/product data as specified in Section 22 0500 shall include the following:
  - 1. Product Data: Identify thermal conductivity, thickness, and jackets (both factory installed and field applied, if any), for each type of product indicated.

**1.4 COORDINATION**

- A. Coordinate clearance requirements with duct Installer for insulation application.
- B. Coordinate clearance requirements with piping Installer for insulation application.
- C. Coordinate size and location of supports, hangers, and insulation shields.

**PART 2 - PRODUCTS**

**2.1 NEW DOMESTIC COLD, HOT, AND RECIRCULATING HOT WATER PIPING INSULATION**

- A. All piping in concealed and exposed areas shall be insulated with fiberglass pipe insulation with all service jacket. Jacket shall be factory-applied, and, where specified, with white foil scrim-kraft vapor barrier. Insulation shall be Johns-Manville Micro-Lok 850 HP, or accepted equal.
- B. For pipe sizes 1" and less – insulation thickness shall be ½". For pipe sizes of 1-1/4"-2" – insulation thickness shall be 1". For pipe sizes of 2-1/2" and larger – insulation thickness shall be 1-1/2".
- C. Fittings, valves, flanges, etc. shall be insulated with fiberglass blanket, Johns-Manville Microlite or pre-cut mitered sections for elbows, J-M Micro-Lok (1lb/cu. ft. density).
- D. Encase pipe fitting insulation with one piece pre-molded Zeston 2000 PVC fitting covers having flame spread index of 25 or less, and smoke developed index of 50 or less, as tested by ASTM E84 (NFPA 255) method.
- E. Provide sheet metal insulation shields at all hanger locations.

**PART 3 - EXECUTION**

**3.1 GENERAL APPLICATION**

- A. All insulation shall be applied on clean, dry surfaces. All joints shall be snugly butted against the adjoining piece and all joints, seams, voids, flat spots, etc., shall be filled with insulation cement. Do not use cut pieces or scraps abutting each other.

- B. Where double layers are installed, the first layer shall be fastened with binding wire. All joints shall be staggered between the two layers.
- C. Insulation on all cold surfaces must be applied in a continuous, unbroken vapor seal. Hangers, supports, anchors, etc., that are secured directly to cold surfaces must be adequately insulated and vapor sealed to prevent condensation.
- D. All surface finishes shall be extended to protect all surfaces, ends, and raw edges of insulation.
- E. All insulation materials shall be installed in strict accordance with manufacturer's instructions, using recommended adhesives, mastics and coatings applied at specific coverage per gallon and temperature conditions.
- F. Extend insulation without interruption through walls, floors and similar penetrations, except where otherwise indicated.
- G. Maintain integrity of vapor-barrier jackets on insulation, and protect to prevent puncture or other damage.
- H. Do not apply insulation to equipment, breechings, or stacks while hot.
- I. Do not insulate boiler manholes, handholes, cleanouts, ASME stamp, and manufacturer's nameplate. Provide neatly beveled edge at interruptions of insulation.
- J. Provide removable insulation sections to cover parts of equipment, which must be opened periodically for maintenance; include metal vessel covers, fasteners, flanges, frames and accessories.
- K. Repair damaged sections of existing mechanical insulation, both previously damaged or damaged during this construction period. Use insulation of same thickness as existing insulation, install new jacket lapping and sealed over existing.
- L. Insulation installer shall advise Contractor of required protection for insulation work during remainder of construction period, to avoid damage and deterioration.

### 3.2 MINERAL-FIBER PIPE INSULATION APPLICATION

- A. Fittings, valves, and flange insulation shall be wrapped firmly under compression (minimum 2:1) to a thickness equal to the adjoining insulation, secured with No. 20 gauge galvanized annealed steel wire, and finished with a smoothing coat of mastic, Johns-Manville No. 375 Insulating and Finishing Cement or equal.
- B. Cold Fittings, Valves, Flanges, etc., shall be additionally sealed with a layer of resin coated glass mesh, such as Johns-Manville Duramesh 207 glass cloth, embedded between two 1/16" thick coats of vapor barrier coating, Benjamin Foster 30-35 or equal. Lap the sealed glass cloth at least 2" on itself and the adjoining insulation.
- C. Premolded Insulation Valve and Fitting Covers shall be installed by tack fastening, banding, or taping as required by manufacturer.
- D. Expansion Joints: For expansion joints, a tube of pipe insulation shall be fabricated that will allow the expansion joint to move within the tube. The insulating tube shall be fastened at one end of the pipe or equipment and the other end shall be free to slide over the adjacent insulated piping. Provide an aluminum jacket over the insulated pipe to provide a smooth surface on which the insulated tube may slide.
- E. Insulation Under Hangers: Pipe hangers shall encompass the insulation and shall have sheet metal saddles furnished by the Mechanical Contractor.
- F. Inserts shall be installed at all hanger locations. Inserts between the pipe and pipe hangers shall consist of 13lb/cubic foot hydrous calcium silicate pipe insulation, or wood blocking, of thickness equal to the adjoining insulation and shall be provided with vapor barriers where required. Insulation inserts shall not be less than the following lengths:
  - 1. 1/2" to 1-1/2" pipe size 10" long
  - 2. 3" to 6" pipe size 12" long
  - 3. 8" and larger pipe size 16" long

- G. On all piping the full thickness of insulation and jacket shall run continuously under the sheet metal pipe saddle and through the pipe hanger (pipe hanger shall be large enough to permit full insulation thickness.)

### **3.3 SEALING OF SLEEVES**

- A. All sleeves for pipes, ductwork, etc., furnished under Division 22 of specifications, penetrating floors, fire and/or smoke walls and full height partitions, including chase walls, shall be sealed in accordance with the following:
  - 1. All insulated services shall have the specified insulation terminated on either side of sleeve. Services which require a vapor barrier jacket shall have segment through sleeve insulated with calcium silicate having a minimum thickness same as specified for service. Vapor barrier jacket shall be uninterrupted. Entire void space between inside of sleeve and outside of duct, pipe, and/or calcium silicate insulation shall be packed with fiber insulation, conforming to HHI-521E Type 3 or HHI-558B Form A and having an ASTM fire class E-84 with fiber melt point in excess of 2000 degrees F., to a point 1/8 inch from ends of pipe sleeve. After void is packed with fiber insulation, services which are specified to be insulated shall have a section of insulation installed on each side of sleeve, insulation to be fitted tight to sleeve insulation. Balance of space in sleeve to be filled with nonhardening silicone conforming to TTS-00230 and of type which will allow 50 percent movement in one direction.
  - 2. Contractor is herein given the option to provide Pipe Shield, Inc., fire rated wall and floor sleeves for insulated and noninsulated piping in lieu of sealing sleeves as outlined above. Shields shall be installed in strict accordance with manufacturer's recommendations.

**END OF SECTION 22 0700**

**SECTION 22 4000  
PLUMBING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The work in this specification and the accompanying drawings consists of performing all labor and furnishing of all material and equipment necessary to install complete systems listed below, including minor items obviously necessary for complete and operating systems.
  - 1. Domestic Water Systems
  - 2. Plumbing Fixtures
  - 3. Soil, Waste, Sanitary Drainage, and Vent Piping
- B. The plumbing work shall be installed in strict accordance with all applicable local, state, national plumbing regulations, and authority having jurisdiction.
- C. Also included is the work involved to remove existing associated equipment, remodeling of existing systems, including connections between new and existing systems.

**1.3 SUBMITTALS**

- A. Shop drawings as specified in Section 22 0500 shall include the following:
  - 1. Domestic Water System Piping
  - 2. Sanitary Waste & Vent System Piping
  - 3. Plumbing Fixtures
  - 4. Point of Use Thermostatic Mixing Valves
  - 5. Floor Drains
  - 6. Cleanouts
  - 7. Shock Absorbers

**PART 2 - PRODUCTS**

**2.1 GENERAL**

- A. Before proceeding with this part of the work, the Contractor shall carefully survey the existing conditions, and, if necessary, modify the service installation, in order to avoid unforeseen obstructions such as in the floor ductwork, etc. This Contractor shall include all costs for this work, including saw cutting & patching, permits, etc., in his bid.

**2.2 PLUMBING FIXTURES**

- A. Furnish and install plumbing fixtures where shown on the Drawings. Type, size, and performance shall be as tabulated in the schedule and on the drawings.
- B. Where indicated on the drawings to be a future fixture, this contractor shall provide all waste, vent, and water supplies as indicated on the drawings and according to local code.
- C. Exposed flush, waste, and supply pipes at the fixtures shall be chromium plated brass pipe, iron pipe size. Fittings for brass pipe shall be cast brass, chromium plated.
- D. Install chromium plated wall or floor plates (escutcheons) with set-screw where piping passes through walls or floors.
- E. All handicap laboratories supply pipe and drain pipe will be fitted with removable safety covers that comply with handicap code requirements.
- F. All fixtures fitted to the walls or floors shall be ground and true and be sealed with a non-hardening white silicone caulk bead.
- G. All plumbing fixtures shall be supported per manufacturer's recommendations.

### **2.3 POINT OF USE THERMOSTATIC MIXING VALVES**

- A. Furnish and install point of use thermostatic mixing valves where shown on the Drawings. Type, size, and performance shall be as tabulated in the schedule and on the drawings.
- B. The point of use master controller valve shall be a nickel plated thermostatic mixing valve. The mixing valve shall have a spindle to adjust outlet temperature. The mixing valve shall have internal checks and be ASSE 1069 & 1070 approved. Mixing valve to be certified lead free for potable water application.

### **2.4 FLOOR DRAINS**

- A. Furnish and install floor drains where shown on the Drawings. Type, size, and performance shall be as tabulated in the schedule and on the drawings. Connect outlet of drain to "P" trap. Venting installation requirements of floor drains whether or not shown on plans shall be according to code and approved by the code official.
- B. Furnish and install any floor drains required by the authority having jurisdiction to meet the Uniform Plumbing Code 2009 704.3.

### **2.5 CLEANOUTS**

- A. Furnish and install clean outs where shown on the Drawings. Type, size, and performance shall be as tabulated in the schedule and on the drawings. Install proper traffic rating and floor pattern shape for intended use.
- B. Cleanouts shall be provided at the base of all vertical stacks with the cleanout plug located approximately 12" above the floor and extended to wall access cover. Cleanouts in floors on grade shall be located as shown on plans and at changes in direction of pipe run and shall consist of Y fittings and eighth bends. **CLEANOUTS MUST BE PROVIDED IN ACCORDANCE WITH THE LOCAL CODE AND AS SHOWN ON THE DRAWINGS.**
- C. Floor cleanouts – frame and cover threaded for 2" vertical adjustment, threads protected with shield to be removed when concrete is set. Covers-nickel bronze round frame and cover, deep flange tractor type. Extra heavy type in heavy traffic areas, and with carpet cleanout marker for carpeted floors.
- D. Wall Cleanouts – access covers shall be stainless steel.

### **2.6 SHOCK ABSORBERS**

- A. Piping shall be installed with proper safeguards to prevent water hammer. This will be done by installing a sufficient number of serviceable shock absorbers. Shock absorbers shall be Watts or equal.

### **2.7 MISCELLANEOUS CONNECTIONS**

- A. Make all domestic water, waste, vent, gas, air, etc., connections to all equipment in this building whether or not such equipment is furnished under this section or under other sections of the specification. This includes furnishing piping, traps (if required) and shut-off valves on branches to and from each piece of equipment from mains or branch mains.
- B. Make all plumbing connections to existing piping and to all equipment shown on the plans as requiring same. If specific piping details are not shown, the equipment shall be roughed in for and connected in accordance with the manufacturer's recommendations. It will be this contractor's responsibility to obtain shop drawings from whomever furnishes the equipment.

### **2.8 TESTING/CLEANING**

- A. The mechanical contractor is responsible for the testing & cleaning of each respective system in accordance with applicable state and local codes. Tests shall be repeated until each system is proven acceptable.

**END OF SECTION 22 4000**

**SECTION 23 0500  
GENERAL HVAC REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The mechanical contractor shall perform all work and furnish all materials as indicated in the mechanical plans and specifications as necessary for the successful completion of this project.

**1.3 PERMITS AND SERVICES**

- A. The mechanical contractor shall obtain all permits and arrange all inspections, give notices and pay all fees as required by the Authority Having Jurisdiction.
- B. This contractor shall coordinate any necessary site utilities including water, gas, and sewer work with local utility, owner, and other contractors to minimize disruption and downtime. ANY AND ALL CHARGES ASSESSED BY THE CITY OF ABERDEEN OR THE UTILITY TO ACCOMMODATE THE REQUIREMENTS OF THIS PROJECT ARE THE SOLE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. VERIFY ALL CHARGES AND COORDINATE ALL EQUIPMENT NECESSARY WITH THE UTILITY BEFORE SUBMITTING BID.

**1.4 DRAWINGS AND MEASUREMENTS**

- A. Verify all dimensions and conditions with Architectural and Structural drawings. The small scale of the drawings prohibits the indication of all offsets, fittings and accessories necessary and shall be furnished by this Contractor and required for complete and proper operation.
- B. "Existing Conditions" shown on drawings are based on existing plans and limited field investigation. The field survey was conducted to verify, as much as possible, the accuracy of the locations shown. The Contractor shall verify the accuracy of the "Existing Conditions" as shown on the drawings. As the demolition work progresses perform modifications and additions as necessary to correct for these hidden conditions and allow for the completion of the new work.
- C. The general arrangement of the mechanical systems shall be as shown on the drawings. Field changes shall have the written acceptance of the Engineer.
- D. Consult the drawings and specifications of all other trades. Layout work and coordinate with other trades, before installing any equipment, to avoid interfering with these trades or conflicting with applicable codes.
- E. The mechanical contractor shall bear full responsibility for coordinating his work with other trades to avoid conflicts in space requirements, clearances, etc. Problems arising due to lack of coordination will be the responsibility of the mechanical contractor to resolve. Extra work and/or equipment as a result of not coordinating work shall be the responsibility of the installing contractor and at no cost to the Owner.

**1.5 INSPECTION OF SITE AND DOCUMENTS**

- A. Before submitting a proposal on the work contemplated, the bidder shall thoroughly familiarize himself with the contract documents, the site, and all existing conditions and limitations that may affect the performance of his work. Any conflict noted shall be brought to the attention of the Engineer before bidding. If there is not sufficient time prior to bidding, the Contractor shall bid the larger quantity or better quality of work.
- B. No extra compensation will be allowed, because of misunderstanding the amount of work involved or the bidder's lack of knowledge, for obvious conflicts which could have been discovered or reasonably anticipated prior to bidding.

## 1.6 REGULATIONS AND CODES

- A. All work, materials, and equipment in this contract shall comply with all applicable local, city, state and federal ordinances, regulations, and codes.

## 1.7 INSTRUCTIONS

- A. Furnish verbal and engineer approved written instructions to Owner on all systems. Instruction shall include operating procedures, adjustments, and periodic maintenance. Furnish a copy of the written instructions and attach a letter to the Engineer, prior to final inspection, signed by Owner, attesting to date and satisfaction of instructions.

## 1.1 OPERATING AND MAINTENANCE MANUALS (3 Hard Copies & 1 Electronic Submittal via Submittal Exchange)

- A. PRIOR TO FINAL INSPECTION, The mechanical contractor shall furnish (3) hard copies (including 1 USB Drive) and (1) electronic submittal via Submittal Exchange to the Engineer, containing all pertinent data to the mechanical systems. Information shall be indexed and labeled per system and shall include catalog cuts, installation manuals, maintenance manuals, manufacturer's names, replacement parts list. Include balancing reports as specified. Include written instructions and warranty info as specified.
- B. The first section shall be indexed/labeled "WRITTEN INSTRUCTIONS & TRAINING" noting written instructions with company service contact info and shall include a list of filters for each unit. Also include document with owners signature attesting to date and satisfaction of training.
- C. The second section shall be indexed/labeled "WARRANTY INFO" and shall include a statement of guarantee on the contractors company letter head and shall include warranty statements of all equipment provided/installed under his contract with specific dates. This will note any longer/special warranties.

## 1.2 AS-CONSTRUCTED DRAWINGS (Red Lined on Plans & USB Drives containing scanned PDF)

- A. During construction, each trade shall keep track of the major changes in the rerouting of piping and equipment and shall note these in red on one set of drawings. This set of drawings shall be submitted with the Operation and Maintenance Manuals along with USB drives containing a single PDF file with these same red line plans in electronic form. Most printing shops will be able to scan your trade's large plan sheets into electronic form. Contact the engineer's office if there are any questions.

## 1.3 WORKMANSHIP

- A. Qualified individuals that are properly licensed to perform the work involved shall perform all mechanical work.

## 1.4 CUTTING AND PATCHING

- A. This Contractor shall be responsible for all cutting and patching of holes required for passage of piping, equipment, and ducts. This also applies to the removal or installation of new equipment.
- B. All cutting of existing construction required to install or join new work, except where otherwise indicated on the plans, shall be the responsibility of this Contractor and coordinated with the Construction Manager. Before making any cuts, verify exact locations and sizes with the Construction Manager to confirm that no structural members will be cut. Contractor shall make every effort to minimize extent of cutting existing construction.
- C. The mechanical contractor shall be responsible for patching any openings left in floors, walls, and ceilings that were caused by his/her actions. Patching shall match existing surface in color, texture and quality so that patch is indistinguishable from original surface.

## 1.5 PAINTING

- A. Any equipment which becomes rusted or damaged during construction shall be repaired, cleaned, and repainted by this Contractor. Painting shall always be applied in two coats, one primer and one finish.



## **1.6 EQUIPMENT AND PIPE SUPPORTS**

- A. Provide all structural supporting frames, steel stands, concrete bases, and hangers as required for mechanical equipment. All floor equipment shall be set on 4" high concrete bases furnished by this Contractor, unless otherwise noted.
- B. Paint all unprotected metal, except galvanized and copper, with metal protective paint.
- C. Hangers for piping shall be large enough to encompass insulation.
- D. All piping support must be installed such that it does not compromise the vapor seal of the insulation.
- E. Provide saddles at all hangers or supports of insulated piping. Saddles for 4" and larger piping shall be fabricated of 14 gauge galvanized iron, and for smaller piping shall be fabricated of 16 gauge galvanized iron. Saddles shall be one-half the circumference of the pipe insulation and 4" shorter than the insulation inserts.
- F. Under no condition shall any pipe or duct structure be used to support another.

## **1.7 ACCESS TO EQUIPMENT**

- A. Access shall be provided to all motors, valves, dampers, controls, specialties, etc., for maintenance purposes. All access doors, access panels, removable sections, etc., required for access shall be provided. The location of the access openings relative to the mechanical equipment shall be coordinated to assure proper access to the equipment.
- B. Access openings are required for manual, motorized, fire, and smoke dampers and other devices requiring access and shall be provided in the ductwork, plenums, housings, tanks, etc., under this portion of the contract.

## **1.8 EXCAVATING AND BACKFILLING**

- A. None.

## **1.9 TESTING AND ADJUSTING**

- A. At the completion of work, all parts of the installation under Division 23 shall be cleaned, lubricated, tested, and adjusted for proper operation.
- B. All piping and ductwork shall be tested and cleaned as required, by all local, state and federal codes. Tests shall be performed in the presence of the authority having jurisdiction. Written notification of test, date, and results shall be furnished to the Engineer before concealing or covering the installation.
- C. All controls shall be tested and adjusted for proper operation. Adjustments shall be made when all systems are operating which may affect the control system.
- D. The Mechanical Contractor shall test and balance all mechanical systems.
- E. A complete test shall be made of each system, adjusting fan speeds, dampers and registers so as to get the air flow called for on the plans. Pulleys shall be adjusted or changed so as to get the total air flow from each fan unit. Any additional dampers, which may be required to balance the system shall be furnished and installed by this contractor. After balancing each system, the contractor shall take readings of air flow from each opening and submit the tabulation to the engineer for approval. Tabulation shall show register size, required CFM, measured velocity and actual CFM. Balance report shall be included in the O&M Manuals.

## **1.10 GUARANTEE**

- A. Warranty: The mechanical contractor shall warrant his work against failure and workmanship for a period of at least one year from the date of substantial completion, for all new work. Any work that is defective within that one-year period shall be replaced by the Contractor without charge. If longer/special warranties are noted elsewhere in the specifications, those warranties shall apply.

## **1.11 EQUIPMENT IDENTIFICATION**

- A. Major equipment, rooftop units, energy recovery ventilators, electric duct heaters, heat pumps, exhaust fans, etc. shall be provided with identification as designated on the plans. Labels shall

be black laminated three-layer plastic with engraved white 1/2 inch letters, and screwed or riveted to the equipment. Manufactured by Brady, Champion America, Inc., Seton.

- B. Piping shall be identified as to contents and flow direction with plastic, color coded, snap-on Seton labels. Pipes shall be labeled at each equipment connection, locate identification not to exceed 40 feet on straight runs including rises and drops, adjacent to each valve, and at each side of penetration of structure or enclosure, and at each obstruction.
- C. Valve tags shall be brass with stamped letters, tag size 1-1/2" minimum in diameter.
- D. Color coated indicators shall be installed on the ceiling grid or access door to hard lid areas to indicate all valves and other ceiling mounted equipment requiring service (example – VAV's). Each trade shall be responsible for equipment provided under their respectable trade.

#### **1.12 MECHANICAL SUBMITTAL**

- A. All equipment shall be as listed on the equipment schedules or approved equal.
- B. Prior Approval: Manufacturers whose product is not specified or specifically listed on the plans or in the specifications are allowed to submit information on a product that they would like to be considered as an equal to those specified or listed. By submitting this information for consideration, the product representative is indicating that the product being presented for consideration equals or exceeds the specified product in quality, performance and operating parameters. Proof of equality rests with the party making the request. The procedure for this submittal is listed below.
- C. Submit literature on product that is to be considered for prior approval. This literature shall include catalog cuts with all pertinent technical specifications, dimensions and pictures of the product.
- D. Final approval of all equipment shall be contingent on shop drawing acceptance, compliance with the specifications and performance criteria as required. General approval to bid a product does not relieve the supplier or contractor of meeting specific specification requirements.
- E. The Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation requirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.
- F. Literature shall be submitted so that the engineer receives it no later than 7 days prior to bid date.
- G. All approvals will be in the form of an addendum issued to all plan holders.
- H. List of Acceptable Substitutions:
  - 1. Registers, Grilles, & Diffusers: Metalaire, E.H. Price, Tuttle & Bailey, Titus, Krueger, Nailor, Hart & Cooley, Anemostat, Nailor, J & J Register, Air Specialties Express/Carnes, Greenheck

#### **1.13 SHOP DRAWINGS**

- A. Before ordering any item, Contractor shall review, stamp with his approval and submit shop drawings of equipment as to be furnished under this contract.
  - 1. Electronic submittals are REQUIRED. Electronic submittals can be one combined PDF file for each of the following mechanical trades: Fire Sprinkler, Plumbing, HVAC.
- B. Where the contractor is submitting shop drawings that differ from the plans and specifications, the contractor must notify the engineer in writing each variance from the plans and specifications and the Mechanical Contractor shall pay, provide, install and be responsible for any extra materials required due to his use of alternate accepted equipment which has installation requirements different than the specified equipment. This includes paying other trades for any extra work they are involved in due to this substitution of equipment.

- C. Product Data shall include, but are not limited to, the following: Manufacturer's product specifications, Manufacturer's installation instructions, standard color charts, catalog cuts, roughing-in diagrams and templates, and standard wiring diagrams.

#### **1.14 TEMPORARY HEAT**

- A. NA.

#### **1.15 EXECUTION**

- A. Remove equipment as indicated. Demolition work shall be coordinated with the Owner. Should questions arise regarding the removal of equipment, confer with the owner before such equipment is demolished.
- B. Materials removed by demolition shall remain the property of the Owner unless specifically noted. Material the Owner does not wish to retain shall be removed and properly disposed of by the Contractor.
- C. The existing building will be in use during this construction. Schedule and carry out the work in such a manner as to cause the Owner a minimum of inconvenience due to service interruptions. At no additional costs, temporary services shall be installed if one area or phase of construction disrupts service to another area of the building or if equipment has to be relocated to allow construction to progress. Service interruptions shall be confined to the smallest area possible at any one time and interruptions shall be scheduled with the Owners site representative. After service has been restored following an interruption, inspect areas affected by the interruption and be responsible for returning automatically controlled equipment to the same operating condition that existed prior to the interruption.
- D. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.
- E. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- F. Coordinate mechanical equipment and materials installation with other building components. Verify all dimensions by field measurements. Arrange for chases, slots, and openings in other building components to allow for mechanical installations.
- G. Final locations of equipment may differ slightly from those shown on these plans. Coordinate exact location of equipment with equipment supplier, structural members, furniture layout and other trades before rough in and adjust accordingly. Pricing shall allow for a minimum of 10 ft. of difference in the actual location of items as compared to the location shown on the drawings.
- H. All penetrations for piping, ductwork, etc. which penetrate floors, fire and/or smoke walls, roofs, full height partitions and similar structures shall be sealed by the mechanical contractor with a UL system specifically approved for the application. This system must maintain the required fire rating.
- I. All mechanical systems shall be tested and cleaned as required by Authority Having Jurisdiction.
- J. The mechanical contractor shall have the full responsibility of ensuring that his/her work is performed in a safe manner and shall bear all liability associated with his/her job site safety.
- K. Upon completion of the work, the Contractor shall notify the A/E and make arrangements for a final inspection. Contactor shall provide A/E with copy of all required balance reports prior to the final inspection.
- L. After the final inspection is made, the Contractor will receive a list of items requiring adjustment, correction, replacement, or completion.
- M. The Contractor shall comply completely with all listed requirements within (40) days of receipt of list. Should the Contractor fail to perform within this time limit, the A/E and/or Owner re

serves the right to have the work completed by others and the cost deducted from the contract price.

**END OF SECTION 23 0500**

**SECTION 23 0510**  
**BASIC HVAC MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This section includes the following basic mechanical materials and methods to complement other Division 23 Sections.
  - 1. Installation requirements common to equipment specification sections.

**1.3 DEFINITIONS**

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

**1.4 QUALITY ASSURANCE**

- A. All piping shall be specified in this section. Material and installation shall also be subject to state, local codes and ordinances of the area encompassing this project.
- B. Welder's Qualifications: All welder shall be qualified in accordance with ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- C. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G. Plastic piping components shall be marked with "NSF-pw."
- D. Plastic vent piping is not allowed above any ceiling in a return air plenum.
- E. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

**PART 2 - PRODUCTS**

**PART 3 - EXECUTION**

**3.1 HVAC SYSTEMS - COMMON REQUIREMENTS**

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Do not run piping through electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run through electrical spaces, if approved by local authority.

- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping to allow maximum possible headroom unless specific mounting heights or slopes are indicated.
- H. Install piping at indicated slopes, or level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- I. Install piping free of sags and bends.
- J. Install fittings for changes in direction and branch connections.
- K. Install piping to allow application of insulation.
- L. Select system components with pressure rating equal to or greater than system operating pressure.
- M. Install escutcheons for penetrations of walls, ceilings, and floors.
- N. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- O. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials conforming to the 25/50 flame spread and smoke developed rating.
- P. Verify final equipment locations for roughing-in.
- Q. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

### **3.2 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS**

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

**END OF SECTION 23 0510**

**SECTION 23 7000  
VENTILATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. The work in this section of the specification and the accompanying drawings consists of performing all labor and furnishing of all material and equipment necessary to install air handling systems as indicated on drawings and specified herein, including minor items obviously necessary for complete and operating systems.
- B. Also included is the work involved to remove existing associated equipment, remodeling of existing systems, including connections between new and existing systems.

**1.3 SUBMITTALS**

- A. Shop Drawings: Shop drawings as specified in Section 23 0500 shall include the following:
  - 1. Registers, Grilles, and Diffusers

**PART 2 - PRODUCTS**

**2.1 REGISTERS, GRILLES, AND DIFFUSERS**

- A. Furnish and install registers, grilles, and diffusers where shown on the Drawings. Type, size, and performance shall be as tabulated in the schedule and on the drawings. Provide & install accessories as scheduled on the plans.

**END OF SECTION 23 7000**

SECTION 26 0100 - BASIC MATERIAL AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 MATERIAL AND WORKMANSHIP

- A. All material shall be new, of the quality specified, and shall conform to NFPA, NEMA, UL and ANSI standards in every case where such a standard had been established for the particular type of material.
- B. Equipment shall be furnished with an U.L. label. Materials shall be standard products of manufacturer's regularly shall be standard products of manufacturer's regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.
- C. Installation of materials shall be coordinated with other trades and installed at such time and manner as to not delay or interfere with the work of other trades.
- D. All workmanship shall be neat, first class and complete in both effectiveness and appearance and shall be executed by person licensed and skilled in the trade.
- E. This contractor shall be held solely responsible for proper size and location of hangers, slots, chases , openings, etc., required for proper installation of his work and shall arrange with the proper contactors for the building in of inserts and leaving chases or openings.

1.3 STANDARDIZATION OF PRODUCT MANUFACTURER

- A. Except as noted, all magnetic starters, manual starters and motor control centers shall be manufactured by the same company, all finishes shall be the same color, and all equipment shall fit the space designated. Equipment as manufactured by G.E., Square D, Westinghouse or Allen Bradley will be acceptable providing they comply with the specific condition of the specifications and accompanying drawings.
- B. Wirings devices, lighting fixtures, and other items covered under single specifications shall be of the same manufacturer and style whenever practical or where failure to do so is visibly noticeable.

1.4 MATERIAL HANDLING , STORAGE AND PROTECTION



Sichmeller Engineering

- A. This contractor shall make provisions for delivery and safe storage of materials and arrangement for introduction into building of equipment too large to pass through finished or existing openings.
- B. During construction, it shall be responsibility of this contractor to protect the surface of equipment and material furnished.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLEANING AND PAINTING

- A. Clear away all debris, surplus material, etc., resulting from work operations, leaving the job and the equipment furnished under this contract in a clean condition.
- B. Equipment furnished with finished paint coat shall be examined upon job completion for scratches and surface damage. Damaged surfaces shall be touched up to match factory finish.
- C. Light fixtures shall be dusted and cleaned prior to final acceptance.
- D. CONCRETE EQUIPMENT
- E. Switchboards and transformers shall be mounted on 4" concrete pads furnished as noted on drawings. Size pads such that pad extend 2" beyond the perimeter of the equipment installed.
- F. Exterior light fixtures shall be on or in concrete bases provided by the electrical contractor and as detailed on drawings.
- G. Concrete shall conform to Division 03 of this specification.

3.2 CUTTING AND REPAIRING

- A. Cutting, fitting, and repairing which may be required for this work shall be done by craftsmen skilled in their respective trades. When cutting is required it shall be done in such a manner as to not weaken walls, partition, or floors. Concrete and masonry shall be cut with a diamond core drill or concrete saw. When patching is required, it shall be done and finished to match existing. All existing walls shall be cut and patched to install new boxes and conduit for the new construction work.

3.3 PENETRATIONS

- A. Sleeves shall be used to accommodate conduits, cables or pipes passing thru concrete floors, walls and partitions. Sleeves shall be black iron pipe or galvanized sheet metal set in place and secured in position. Sleeves located above grade shall be caulked with an approved caulking compound

to make water tight, fireproof, etc., as required by the particular application. Sleeves located below grade or through on- grade slabs shall be black iron pipe and shall be made watertight with oakum and / or lead wool and sealed with asphalt. For fireproofing, use item equal to 3M product 2000. One hour walls require HWB1003, ULCBJ 1000 and 5000.

- B. Conduit passing through poured concrete walls or floors may be imbedded directly into the concrete, however when subject to shear forces, i.e. below grade applications, the conduit must be rigid steel.
- C. Cables and conductors, not in raceway, shall be placed in sleeves when passing through fire and smoke partitions.
- D. Sleeves penetrating floors shall extend a minimum of 4" above finished floor.
- E. Where acceptable to the Architect/ Engineer and other trades involved, conduit may be placed prior to concrete pour thereby eliminating the use of sleeves. The contractor shall, however, remain responsible to insure and make such installation watertight.
- F. Conduit or sleeves going thru the roof shall be installed in pitch pockets complete with flashing as may be required by the type of building construction. Where feeding equipment located on roof, the electrical conduit may be run in the same pitch pocket as used to install piping, etc. to the equipment. It shall be responsibility of the electrical contractor to coordinate sizes of curbs and pitch pockets so as to allow installation of conduit. If conduit cannot be installed in common opening with piping, etc. the electrical contractor shall provide a separate pitch pocket for his wiring.
- G. Where conduits, sleeves, wireways, and other electrical raceways pass through fire partitions, walls, or floors, install a fire-stop that provides an effective barrier against the spread of fire, smoke and gases. Fire-stop material shall be packed tight, completely fill clearances between raceway and openings as required maintaining the rating of the assembly penetrated.
- H. Where conduits, sleeves, wireways, and other electrical raceways pass thru partitions, walls, floors or insulation separating spaces subject to temperature differences, effective means shall be taken to prevent air leaks, and condensation problems.
- I. Flexible or liquid tight flexible conduit may not be used through walls, floors, roof, etc. that are moisture, temperature, fire or smoke barriers. Conduits through these types of items must be either rigid steel or EMT.

### 3.4 MATERIAL INSTALLATION

- A. In general, all wiring and electrical items shall be concealed, with visible portions set true and plumb with building lines. Items shall be aligned in an orderly fashion consistent with the patterns and design of the background material.
- B. Where items are to be surface mounted, such items shall be grouped together. Provide a 3/4" Fire Rated plywood backing, painted two coats grey paint. Leave Fire Rated Identification unpainted.

3.5 TRENCHES, EXCAVATING , AND BACKFILLING

- A. The contractor shall do trenching and excavating required installing equipment, underground cable and conduit to the depth shown or required for proper operation. Excavation below the required level shall be backfilled with earth and thoroughly tamped. Contractor shall do all shoring and bracing necessary to perform his work and as required for safety. Contractor shall remove by pumping or other means any water which accumulates in the excavation. Temporary bridges shall be built by the contractor where required to maintain traffic.
- B. In any excavation is across hard surfaced streets, drives, or walks, contractor shall cut and replace the surface material. Replacement material shall be identical to material removed unless shown otherwise.
- C. If any excavation is across gravel bed or any stabilized yard, contractor shall repair damaged surface. Replacement material shall be identical to existing unless otherwise approved by the Engineer.
- D. Contractor shall backfill all excavations made for his work. Utilities services shall be observed by the Engineer or proper inspection authority before backfilling. Backfilling shall be done by placing earth evenly and carefully around conduit in 6” maximum layers. Backfill material shall be free from rock and debris.
- E. Each layer shall be carefully, mechanically compacted until at least one foot of cover exists over the pipe or equipment. The remainder of the back fill shall be placed and compacted in one-foot maximum layers. Compaction shall be 90% of the maximum standard Proctor density in area that are to be sodded or seeded Proctor density in areas that are to be sodded or seeded and shall be 95% of maximum modified Proctor density under walks, drives or any structure.
- F. The contractor shall be responsible for and shall repair without charge all damage due to settlement of the earth, including but not limited to laws, drives, streets or parking lots, over the damaged area.
- G. The contractor shall be responsible for cleaning up areas adjacent to the excavation where the earth has been temporarily stored, sweeping or washing pavement, repairing the gravel surface, or reseeding the lawns as required to bring the entire excavated area as close to the original conditions as possible.
- H. All excavated materials not required for fill or backfill shall be disposed or removed from the site by this contractor.

END OF SECTION 26 0100

SECTION 26 0200 - DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes demolition and remodeling work required to facilitate renovation of existing areas as shown on drawings and herein specified.
- B. Demolition work as shown on drawings is intended only as a guide. It shall be the responsibility of this Contractor to visit and familiarize himself with the site prior to bidding and thereby determine the amount of demolition required. No extra compensation will be allowed because of the Contractor's misunderstanding as to the amount of work involved or his lack of knowledge of any existing conditions.

PART 2 - EXECUTION

2.1 DEMOLITION

- A. Where items are removed, the Contractor shall also remove associated wire and conduit.
- B. Except for rough-in material, i.e., wire, conduit, boxes and items indicated for re-use, existing equipment which is removed shall remain the property of the Owner and shall be stored or disposed by the Contractor as directed.

2.2 REMODELING

- A. Relocate existing conduits, wires, equipment, devices, fixtures or other equipment as required to adapt existing electrical systems to the new electrical systems.
- B. Existing rough-in may be reused if in good condition or as called for on drawings. Conductors, fuses and lamps shall be new.
- C. The Contractor shall provide appropriate face plates to cover unused boxes in existing walls. Boxes made inaccessible by new construction shall be removed and necessary conduit extensions and wiring shall be provided as required by the removal of said box.
- D. The Contractor shall reconnect circuits unintentionally interrupted by the replacement, removal or relocation of electrical equipment, walls, ceiling, floors, etc.
- E. Items indicated as being reused shall be cleaned, stored & installed. Make any repairs indicated.

2.3 CONTINUITY OF ELECTRIC SERVICE

- A. The existing building will be in use during this construction, and this contractor shall schedule and carry out his work in such a manner as to cause the Owner a minimum of inconvenience due to service interruptions. Service interruptions shall be confined to the smallest area possible at any one time and all interruptions shall require a prior approval by the Owner. After service has been restored following an interruption, the electrical contractor shall inspect areas affected by the interruption and be responsible that automatically controlled electrically operated equipment is returned to the same operating condition which existed prior to the interruption.
- B. Prior to any power outage lasting longer than 60 minutes, the electrical contractor shall disconnect batteries from all existing battery operated lights. Upon restoration of power, reconnect batteries.

END OF SECTION 26 0200

## SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, using performance requirements and design criteria indicated.
  - 1. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
  - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
  - 3. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 RACEWAYS

- A. Raceways:
  - 1. EMT: ANSI C80.3, zinc-coated steel, with setscrew or compression fittings.
  - 2. ENT: NEMA TC 13, complying with UL 1653.
  - 3. FMC: Zinc-coated steel.
  - 4. IMC: ANSI C80.6, zinc-coated steel, with threaded fittings.
  - 5. LFMC: Zinc-coated, flexible steel with sunlight-resistant and mineral-oil-resistant plastic jacket.
  - 6. RNC: NEMA TC 2, Type EPC-40-PVC, with NEMA TC3 fittings.
  - 7. Raceway Fittings: Specifically designed for raceway type used in Project. EMT fittings shall be steel setscrew type.
- B. Wireways: Sheet metal sized and shaped, with screw covers.
- C. Surface Raceways:
  - 1. Metal: Galvanized steel with snap-on covers. Prime coating, ready for field painting.
  - 2. Plastic: PVC, extruded and fabricated to size and shape indicated in color selected, with snap-on cover and mechanically coupled connections with plastic fasteners.

## 2.2 CONDUCTORS AND CABLES

- A. Conductors Type THHN-2-THWN-2 comply with NEMA WC70/ICEA s 95-658.
  - 1. Conductors, No. 12 AWG and Smaller: Solid copper.
  - 2. Conductors, Larger Than No. 10 AWG: Stranded copper.
  - 3. Insulation: Thermoplastic, rated at 75 deg C minimum.
  - 4. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.
- B. Variable-Frequency Controller Output Circuits: Type XHHW-2 in metal conduit.

## 2.3 GROUNDING MATERIALS

- A. Conductors: Solid for No. 8 AWG and smaller, and stranded for No. 6 AWG and larger unless otherwise indicated.
  - 1. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
  - 2. Bare, Solid-Copper Conductors: Comply with ASTM B 3.
  - 3. Bare, Stranded-Copper Conductors: Comply with ASTM B 8.
- B. Ground Rods: Copper-clad steel, sectional type; 5/8 by 96 inches (16 by 2400 mm) in diameter.
- C. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts with clamp-type pipe connectors sized for pipe.
- D. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- E. Provide a code sized, green grounding conductor in each conduit.

## 2.4 ELECTRICAL IDENTIFICATION MATERIALS

- A. Conductor Identification Materials: Color-Coding Conductor Tape: Self-adhesive vinyl tape 1 to 2 inches (25 to 50 mm) wide.
- B. Underground-Line Warning Tape: Permanent, bright-colored, continuous-printed, polyethylene tape with continuous metallic strip or core.
- C. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

- E. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1.0-mm) galvanized-steel backing; and with colors, legend, and size required for application.
- F. Equipment Identification Labels: Engraved, laminated acrylic or melamine label; punched or drilled for screw mounting. White letters on a dark-gray background; red letters for emergency systems.
- G. Fasteners: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## 2.5 SUPPORT AND ANCHORAGE COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly, and provide finish suitable for the environment in which installed.
  - 1. Channel Dimensions: Selected for structural loading.
- B. Raceway and Cable Supports: As described in NECA 1.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and fittings.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded malleable-iron body and insulating wedging.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted-support-system units similar to MSS Type 18; complying with MFMA-3 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, high strength; complying with ASTM A 325.
  - 6. Toggle Bolts: All-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

## 2.6 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.



- C. Sleeves for Rectangular Openings: Galvanized-steel sheet.
- D. Sleeve Seals: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 2. Pressure Plates: Plastic. Include two for each sealing element.
  - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## 2.7 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## PART 3 - EXECUTION

### 3.1 GENERAL ELECTRICAL EQUIPMENT INSTALLATION REQUIREMENTS

- A. Install electrical equipment to allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
- B. Install electrical equipment to provide for ease of disconnecting the equipment with minimum interference to other installations.
- C. Install electrical equipment to allow right of way for piping and conduit installed at required slope.
- D. Install electrical equipment to ensure that connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and of the working and access space of other equipment.
- E. Install required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- F. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Comply with requirements in Division 08 Section "Access Doors and Frames."
- G. Install sleeve and sleeve seals of type and number required for sealing electrical service penetrations of exterior walls.
- H. Comply with NECA 1.

### 3.2 RACEWAY AND CABLE INSTALLATION

#### A. Outdoor Raceways Applications:

1. Exposed or Concealed: IMC.
2. Underground, Single Run: RNC.
3. Connection to Vibrating Equipment: LFMC.
4. Boxes and Enclosures: Metallic, NEMA 250, Type 3R or Type 4.

#### B. Indoor Raceways Applications:

1. Exposed or Concealed: EMT.
2. Connection to Vibrating Equipment: FMC; in wet or damp locations, use LFMC.
3. Damp or Wet Locations: IMC.
4. Boxes and Enclosures: Metallic, NEMA 250, Type 1, unless otherwise indicated.

#### C. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

#### D. Install raceways and cables at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

#### E. Install raceways embedded in slabs in middle third of slab thickness where practical, and leave at least 1-inch- (25-mm-) thick concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in concrete.
3. Install conduit larger than 1-inch (27-mm) trade size, parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.

#### F. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.

#### G. Install pull wires in empty raceways.

#### H. Connect motors and equipment subject to vibration, noise transmission, or movement with a 72-inch (1830-mm) maximum length of flexible conduit.

#### I. Install raceways and cables conceal within finished walls, ceilings, and floors unless otherwise indicated.

#### J. Install raceways and cables at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

### 3.3 WIRING METHODS

- A. Service Entrance and Panel Feeders:
  - 1. Feeders to building shall be type THHN-2/THWN-2 single conductors in raceway.
- B. Exposed Feeders, Branch Circuits, and Class 1 Control Circuits, Including in Attic: Type THHN-THWN, single conductors in raceway.
- C. Feeders in Crawlspace: Type THHN-THWN, single conductors in raceway.
- D. Feeders and Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN-THWN, single conductors in raceway.
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, and strain relief device at terminations to suit application.
- F. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.
- G. Fire Alarm Circuits: Conductors in raceway or cable rated for fire alarm use.

### 3.4 GROUNDING

- A. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade.
- B. Pipe and Equipment Grounding Conductor Terminations: Bolted.
- C. Underground Connections: Welded.
- D. Install grounding conductors routed along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- E. Install ground rods driven into ground until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
- F. Install bonding straps and jumpers in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
- G. Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
- H. Bond to equipment mounted on vibration isolation hangers and supports so vibration is not transmitted to rigidly mounted equipment.
- I. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes, using a

bolted clamp connector or by bolting a lug-type connector to a pipe flange, using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- J. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells.
1. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
  2. Perform tests by fall-of-potential method according to IEEE 81.
  3. Report measured ground resistances that exceed the following values:
    - a. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
    - b. Power and Lighting Equipment or System with Capacity 500 to 1000 kVA: 5 ohms.
  4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

### 3.5 IDENTIFICATION

- A. Power-Circuit Conductor Identification: For No. 3 AWG conductors and larger, at each location where observable, identify phase using color-coding conductor tape.
- B. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring.
- C. Warning Labels for Enclosures for Power and Lighting: Comply with 29 CFR 1910.145; identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
- D. Equipment Identification Labels:
  1. Labeling Instructions:
    - a. Indoor Equipment: Adhesive film label with clear protective overlay. Provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label, drilled for screw attachment.
  2. Equipment to Be Labeled:
    - a. Panelboards, electrical cabinets, and enclosures.

- b. Electrical switchgear and switchboards.
  - c. Motor-control centers.
  - d. Disconnect switches.
  - e. Enclosed circuit breakers.
  - f. Motor starters.
  - g. Push-button stations.
  - h. Contactors.
  - i. Terminals, racks, and patch panels for voice and data communication and for signal and control functions.
- E. Verify identity of each item before installing identification products.
- F. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- G. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- H. Install system identification color banding for raceways and cables at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- I. Color-Coding for Phase Identification, 600 V and Less: Ungrounded service feeder and branch-circuit conductors.
- 1. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 2. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points.
- J. Underground-Line Warning Tape: Continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade.
- 3.6 INSTALLATION OF HANGERS AND SUPPORTS
- A. Fasten hangers and supports securely in place, with provisions for thermal and structural movement. Install with concealed fasteners unless otherwise indicated.
- B. Separate dissimilar metals and metal products from contact with wood or cementitious materials, by painting each metal surface in area of contact with a bituminous coating or by other permanent separation.
- C. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.
- D. Multiple Raceways or Cables: Install on trapeze-type supports fabricated with steel slotted channel.

- E. Strength of Support and Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- F. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods, unless otherwise indicated or required by Code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. To Light Steel: Sheet metal screws.
  - 6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount on slotted-channel racks attached to substrate.
- G. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.7 SLEEVE AND SLEEVE-SEALS INSTALLATION

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Cut sleeves to length for mounting flush with both wall surfaces.
- C. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- D. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed.
- E. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- F. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."
- G. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- H. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- I. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.8 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Comply with requirements in Division 07 Section "Penetration Firestopping."

END OF SECTION 26 0500