

PROJECT MANUAL FOR

Cafeteria Front Line Upgrade

for the

Canyons School District

Construction Documents



NJRA Architects, Inc.

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Cafeteria Front Line Upgrade - Canyons School District»
«»

THE OWNER:

(Name, legal status and address)

«Canyons School District»«»
«9150 South 500 West
Sandy, Utah 84070»

THE ARCHITECT:

(Name, legal status and address)

«NJRA Architects, Inc.»«»
«5272 South College Drive, Suite 104
Murray, Utah 84123»

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 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.

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Cafeteria Front Line Upgrade - Canyons School District»

<>

<>

THE OWNER:

(Name, legal status, address, and other information)

«Canyons School District»<>

«9150 South 500 West

Sandy, Utah 84070»

<>

<>

THE ARCHITECT:

(Name, legal status, address, and other information)

«NJRA Architects, Inc.»<>

«5272 South College Drive, Suite 104

Murray, Utah 84123»

«Telephone Number: (801) 364-9259»

<>

TABLE OF ARTICLES

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

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.

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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.)

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§ 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.)

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§ 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.)

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§ 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.)

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§ 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.)

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§ 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.)

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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.)

<< >>

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	Canyons School District 9150 South 500 West Sandy, Utah 84070	PROJECT:	Cafeteria Front Line Upgrade - Canyons School D	APPLICATION NO:	001	Distribution to:
FROM CONTRACTOR:		VIA ARCHITECT:	NJRA Architects, Inc. 5272 South College Drive, Suite 104 Murray, Utah 84123	PERIOD TO:	General Construction	OWNER: <input type="checkbox"/>
				CONTRACT FOR:		ARCHITECT: <input type="checkbox"/>
				CONTRACT DATE:		CONTRACTOR: <input type="checkbox"/>
				PROJECT NOS:	/ /	FIELD: <input type="checkbox"/>
						OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

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

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

CONTRACTOR:

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$0.00

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

ARCHITECT:

By: _____

Date: _____

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

AIA Document, G702TM–1992, Application and Certification for Payment, or G736TM–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

001

[illegible]

DRAFT AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Cafeteria Front Line Upgrade - Canyons School District	CONTRACT INFORMATION: Contract For: General Construction Date:	CERTIFICATE INFORMATION: Certificate Number: 001 Date:
OWNER: <i>(name and address)</i> Canyons School District 9150 South 500 West Sandy, Utah 84070	ARCHITECT: <i>(name and address)</i> NJRA Architects, Inc. 5272 South College Drive, Suite 104 Murray, Utah 84123	CONTRACTOR: <i>(name and address)</i>

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

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

<u>NJRA Architects, Inc.</u>	<u>Selvam Rajavelu,</u>	<u></u>	<u></u>
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

WORK TO BE COMPLETED OR CORRECTED

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

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

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

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

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

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

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

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

<u>CONTRACTOR</u> <i>(Firm Name)</i>	<u></u>	<u></u>	<u></u>
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
<u>Canyons School District</u>	<u></u>	<u></u>	<u></u>
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

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DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Cafeteria Front Line Upgrade -
Canyons School District

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General
Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*
Canyons School District
9150 South 500 West
Sandy, Utah 84070

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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DRAFT AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Cafeteria Front Line Upgrade - Canyons
School District

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

Canyons School District
9150 South 500 West
Sandy, Utah 84070

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Canyons School District
9150 South 500 West
Sandy, Utah 84070

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

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ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Date Issued:	Jan X, XXXX
Project:	Name
Architect's Supplemental Instructions:	ASI #1
To:	Contractor's Name Address Address Address

The Work shall be revised in accordance with the following supplemental instructions, and shall be carried out in accordance with the Contract Documents. Prior to proceeding with the work described, the Contractor is to determine if the work is to affect the contract amount. If additional costs are to be incurred, the Contractor shall submit an itemized cost breakdown showing time, material and other items affected by the change. After acceptance of this work and associated costs, a change order will be prepared for signatures to affect a change to the contract.

Item Number	Description
1	Type here
2	
3	
4	
5	

Attachments:

Drawings

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ADDENDUM

Date Issued: Jan X, XXXX

Project: Name

Addendum Number: 1

The Contractors submitting proposals on the above-captioned project shall be governed by the following addendum, changes and explanations to the drawings and specifications and shall submit their bids in accordance therewith.

Item Number	General Items Description
1	Type here
2	
3	
4	
5	

Sheet Number	Drawings
Architectural Drawings	
A-101	Revise Detail E5 as indicated in the attached drawing
A-102	Type here
Structural Drawings	
S-101	Type here

Specification Section	Project Manual
Architectural Sections	
XXXXXX	Type here



NJRA Architects, Inc.
5223 S. Ascension Way, Suite 350 | Murray, UT 84123 | 801.364.9259 | www.njraarchitects.com

Specification Section	Project Manual

Attachments:

Drawings

PROPOSAL REQUEST

Date Issued:	Jan X, XXXX
Project:	Name
Proposal Request Number:	PR #1
To:	Contractor's Name Address Address Address

A Proposal shall be prepared in accordance with the Contract Documents, containing detailed information relating to the requested changes. The Contractor shall submit an itemized cost breakdown showing time, material and other items affected by the change. Upon acceptance of this Proposal Request a Change Order will be prepared for signatures to affect a change to the contract.

Item Number	Description
1	Type here
2	
3	
4	
5	

Attachments:

Drawings

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SUBMITTAL REVIEW

Date Reviewed:	Jan X, XXXX
Project:	Name
Specification Section and Name:	00 00 00
Reviewer:	Name
To:	Contractor's Name Address Address Address

Corrections or comments made on the shop drawings and associated information pages during this review do not relieve contractor from compliance with requirements given in the Contract Documents. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the plans and specifications. The Contractor is responsible for dimensions, which shall be confirmed and correlated at the job site, fabrication processes and techniques of construction, coordination of his/her work with that of all other trades, and the satisfactory performance of the work.

<input checked="" type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE AND RESUBMIT FOR FURTHER REVIEW
<input type="checkbox"/> MAKE CORRECTIONS NOTED WITHOUT FURTHER REVIEW	<input type="checkbox"/> REJECTED
Comments: 1. Type here..... 2.	

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SECTION 011000 - SUMMARY**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Code compliance
 - 5. Dust control

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Canyons School District – Cafeteria Front Line Upgrades
 - 1. Project Location: Various Elementaries
- B. Owner: Canyons School District
 - 1. Owner's Representative:

Steve McCleary, Facilities Coordinator
9100 South 500 West
Sandy, UT 84070
801-826-5015
steve.mccleary@canyonsdistrict.org
- C. Architect: NJRA Architects, 5272 S. College Dr., Ste. 104, Murray, Utah 84123
 - 1. Project Manager:

Tiffin West
tifwes@njraarchitects.com
- D. The Work consists of the following:
 - 1. Remove existing counter tops indicated on drawings.
 - 2. Remove existing cabinets indicated on drawings.
 - 3. Reuse overhead door as indicated on drawings.
 - 4. Build countertop, serving wells, flooring, ceiling, etc. and install new kitchen equipment as indicated on drawings.
 - 5. Cut and patch concrete slab on grade as required for new sewer line as indicated on drawings.
 - 6. Replace quarry tiles or other existing flooring with new flooring as indicated on drawings.
 - 7. Provide new floor sink with new sewer line as indicated on drawings.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have full use of the premises (building and site) for construction operations to the extent that is indicated on the floor plans. Use of premises shall be allowed during the construction period only, unless authorized and coordinated by the owner's representative.

1.6 CODE COMPLIANCE

- A. All work shall comply with current edition of codes including but not limited to the following:
 - 1. International Building Code
 - 2. International Mechanical Code
 - 3. International Plumbing Code
 - 4. NFPA
 - 5. National Electric Code
 - 6. OSHA Regulation
 - 7. Health and Safety Regulations
 - 8. Utility Company Regulations
 - 9. Police, Fire Department Rules
 - 10. Environmental Protection Regulations
 - 11. Americans with Disabilities Act
- B. Arrange for authorities having jurisdiction to inspect and test according to their requirements and for each temporary utility before use. Obtain required certifications and permits.
- C. Requirements of codes and regulations shall be considered as the minimum. Where the contract documents exceed (without violating) code and regulation requirements, contract requirements shall take precedence. Where codes conflict, the more stringent shall apply.

1.6 DUST CONTROL

- A. The Contractor shall be responsible to provide continuous (7 days per week, 24 hours per day) fugitive dust control measures within the limits of the construction area. Dust control shall be provided for, but not be specifically limited to, existing areas of the building which are not directly involved in the construction activities or are occupied by people or equipment. It shall also include haul roads, access roads, excavations, and all other areas which become potential sources of dust as a result of construction activities.
- B. Contractor's dust control measures shall maintain compliance with the General Utah Air Pollution Regulations, R446 – Utah Conservation Regulations, Section 4.5, Fugitive Emissions, and as directed by the Owner's Representative and the Architect. Dust control measures shall include but not be limited to the following:
 - 1. Wetting of surfaces with water as appropriate.
 - 2. Minimizing surface disturbance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012900 - PAYMENT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Architect by the 10th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Contractor's Construction Schedule (preliminary if not final).
 - 2. Submittals Schedule (preliminary if not final).
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Updated final statement, accounting for final changes to the Contract Sum.
 - 3. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Delivery and processing of submittals.
 - 3. Progress meetings.
 - 4. Preinstallation conferences.
 - 5. Project closeout activities.
 - 6. Startup and adjustment of systems.

1.4 SUBMITTALS

- A. Key Personnel Names: Within 30 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013110 – FIELD ENGINEERING**PART 1 - GENERAL****1.1 FIELD MEASUREMENTS AND EXISTING CONDITIONS**

- A. Contractor Responsibility: Exact field measurements are responsibility of the Contractor. Any required off-sets, additional fittings, re-routing of existing or new work to provide serviceable system within the location shown, and to maintain head room and clearances to match existing construction, are responsibility of the Contractor.
- B. Layout of the Work: The Contractor shall employ, at the Contractor's own expense, Registered Civil Engineer or Licensed Land Surveyor. Contractor's engineer or surveyor will provide layout of the work of the Project and establish all reference points and elevations required for construction.

1.2 GRADES, LINES AND LEVELS

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- C. Benchmarks: Establish and maintain a minimum of six permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Preservation: All stakes, boundary lines, bench marks or survey marks, etc., which have been or may be established in any part of the Project site or adjacent thereto shall be carefully preserved and respected by the Contractor and shall be restored at the Contractor's expense if lost or destroyed as result of the Contractor's operations.
 - 1. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- E. Conflict: The Contractor will be held responsible for correctness of layout, for establishing location of existing concealed utility lines, and for notifying the Architect in writing in event of conflict with the Drawings. In such case, the Contractor shall not

proceed until instructed by the Architect.

- F. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, plumbness and elevations of construction and sitework.
- G. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 10 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.

- j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
1. Use for Construction: Use only final submittals with mark indicating "Approval notation from Architect's action stamp".

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Submittals Schedule: Contractor shall process all Project submittals including Samples for Initial Selection as described herein and deliver to architect within 60 days after the date of Notice to Proceed or 60 days after date of the Preconstruction Conference and Commencement of Construction Activities, whichever occurs earlier. The Contractor shall pay directly to the Owner a penalty of \$100 for each submittal for every calendar day after the sixty days have elapsed.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. Mark each copy of each submittal to show which products and options are applicable.
 - 2. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Standard product operation and maintenance manuals.
 - g. Compliance with specified referenced standards.
 - 3. Submit Product Data concurrent with Samples.
 - 4. Number of Copies: Submit electronically whenever possible. If electronic submittal is not possible, submit four copies of Product Data, unless otherwise indicated.
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.

- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Relationship to adjoining construction clearly indicated.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1000 mm).
 - 3. Number of Copies: Submit electronically whenever possible. If electronic submittal is not possible, submit four copies of Shop Drawings, unless otherwise indicated.
- E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
- 1. Number of Copies: Submit electronically whenever possible. If not possible, submit Four copies of each submittal, unless otherwise indicated.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency, or design professional responsible for preparing certification. All certificates and certifications must be signed by an authorized officer or other individual authorized to sign documents on behalf of the company.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.

6. Recommendations for cleaning and protection.

- Q. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- R. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Architect, Architect will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp or provide Architect's Standard Letter of Review, and will mark appropriately to indicate action taken.

END OF SECTION 013330

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SECTION 014200 - REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": The term "approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as they are stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term, "provide" means to furnish and install, and to complete and ready, for the intended use.
- I. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with the term "installer," means having successfully completed a minimum of **five** previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that there are certain construction activities that must be performed by accredited or unionized individuals of a corresponding ge-

neric name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradesmen of the corresponding generic name.

- K. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost.
- B. Water Service: Pay water service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS**2.1 MATERIALS****2.2 TEMPORARY FACILITIES**

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 3. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
- H. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- I. Parking: Provide temporary parking areas for construction personnel.
- J. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- K. Project Identification and Temporary Signs: Provide Project identification sign. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
- L. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Cleaning" for progress cleaning requirements.
- M. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Site Enclosure Fence: Before construction operations, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION

SECTION 016000– PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: This Section contains definitions, product requirements and requirements for prior approved items.
- B. Delivery and storage of materials and equipment.
- C. Procedures for selecting products and approving substitutions.

1.2 DEFINITIONS

- A. General: Definitions are not intended to negate the meaning of other terms used in Contract Documents, including specialties, systems, structure, finishes, accessories, furnishings, special construction, and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Products: Purchased items for incorporation into the Work, regardless of whether specifically purchased for Project or taken from Contractor's stock of previously purchased products.
- C. Materials: Products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work.
- D. Appliances, Equipment, and Fixtures: Products with operational parts, regardless of whether motorized or manually operated and particularly including products with service connections (wiring, piping, etc.).
- E. System: A unit of Work (i.e., structural system, vacuum system, etc.) shown or specified to include particular products, materials, appliances, equipment, or fixtures.
- F. Substitutions: Where products, materials, appliances, equipment, or fixtures are listed by trade name(s), manufacturer name(s), or catalog reference(s) or where these items are shown or specified as part of a system or systems, items or systems proposed for use by Contractor that are not listed or differ from those shown or specified as part of a system will be considered substitutions.
 - 1. Submit substitutions in accordance with requirements of this Section.
 - 2. The requirements for substitutions do not apply to specified Contractor options. Revisions to Contract Documents, where requested by Owner or Architect are changes, not substitutions.
 - 3. Contractor's determinations of and compliance with governing regulations and orders issued by governing authorities do not constitute substitutions, and do not constitute a basis for change orders; except as provided for under substitution procedures in this Section or elsewhere in Contract Documents.

- G. Prior -to-Bid Approvals: Products, materials, appliances, equipment, fixtures, or systems that have been proposed as substitutions and accepted by Owner prior to bid.

1.3 DESCRIPTION

- A. General: Specific products, materials, appliances, equipment, fixtures, accessories, manufacturers, and proprietary mentioned by name, grade, or brand, in Specifications or on Drawings have been selected for their particular fitness, availability, and desirability for use appropriate to Work of this Project and are intended to establish the standard of quality.
- B. Compliance: The compliance requirements, for individual products are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details, and other similar forms and methods of indicating requirements.

1.4 PRODUCT REQUIREMENTS

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for intended use.
 - 1. Materials shall be new unless otherwise specified and unused, except for testing of current production models on date of order, undamaged, and un-deteriorated at time of use.
 - 2. Identify materials in accordance with accepted trade standards and requirements of this Section.
 - 3. Select and use methods or processes, including intermediate processes, which will produce the specified finished material or product.
 - 4. Ascertain that the Work, including materials, products, and equipment delivered and installed, is in full compliance with the Contract Documents and appropriate submittals.
 - 5. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
 - 6. Continued Availability: Where additional amounts of product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- B. Nameplates: Except as otherwise indicated for required approval labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the Work.
 - 1. Labels: Locate required labels and stamps on a concealed surface or, where

required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. See sections specifying equipment requirements for specifics.

1.5 QUALITY ASSURANCE

- A. Special Requirement: Due to certain Owner requirements, Owner will not consider substitutions on certain items. Therefore, substitutions will not be considered for items followed by the words: "no substitution(s)."
- B. Architect's Compensation:
 1. Except as limited by provisions of Owner-Architect or Owner-Contractor Agreements, Contractor shall reimburse Owner for compensation paid to Architect for evaluation of substitution proposals made during construction, whether or not substitution is accepted by Owner.
 2. Refer to Request for Substitution form at the end of this Section.
- C. Delays and Costs:
 1. Substitution proposals made during construction shall be in accordance with procedures outlined in this Section, and be made in sufficient time to allow for adequate time for Architect's review and evaluation.
 2. Delays and added costs associated with inadequate supportive data, necessary extended evaluations, or redesign work caused by substitutions shall be borne by Contractor.
 3. Cost changes resulting from proposed substitutions shall be clearly stated with the initial substitution proposal. Subsequently discovered costs resulting from the substitution shall be borne by Contractor.

1.6 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Deliver products in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

1.7 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection, periodically inspect to assure products are undamaged and are maintained under required conditions.
- F. After installation, provide covering to protect products from damage from traffic and construction operations, remove when no longer needed.

1.8 PROCEDURES

- A. Procedures for Selecting Products: Contractor's options for selecting products are limited by Contract Document requirements and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.
 - 1. Single Product/Manufacturer Name:
 - a. Provide product indicated. Do not offer to provide an unnamed product unless it has been accepted under substitution provisions listed below.
 - b. Except as otherwise indicated, "Named" is defined to mean manufacturer's name for product as recorded in latest issue of published product literature as of date of Contract Documents.
 - c. Refer to requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
 - 2. Two or More Product/Manufacturer Names:
 - a. Provide 1 of the named products, at Contractor's option.
 - b. Do not offer to provide an unnamed product unless it has been accepted under substitution provisions listed below.
 - 3. Performance Requirements:
 - a. Provide products which comply with specific performances indicated and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated.

- b. Overall performance of a product is implied where product is specified for specific performances.
- 4. Standards, Codes, and Regulations: Where compliance with an imposed standard, code, or regulation is required, selection from among products which comply with requirements of those standards, codes, and regulations is Contractor's option.
- 5. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.
- 6. Visual Matching:
 - a. Where matching of an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment.
 - b. Where no product exists within specified cost category, which matches sample satisfactorily and complies with requirements, comply with provisions concerning, substitutions and change orders for selection of an equivalent product.
- 7. Visual Selection:
 - a. Where specified product requirements include "color(s), pattern(s), texture(s), etc. selected by Architect" or words of similar effect, selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color(s), pattern(s), and texture(s), etc. is Architect's selection.
 - b. Where specified product requirements include "color(s), pattern(s), texture(s), etc., to match Architect's sample" or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern, or texture.

1.9 SUBSTITUTION PROCEDURES

- A. Prior (-to-Bid) Approvals: Substitute products, materials, appliances, equipment, fixtures, or systems will be considered by Architect.
 - 1. Any bidder, material supplier, or manufacturer desiring to propose substitution(s) shall:
 - a. Submit in a sealed envelope catalog cuts, shop drawings, or other descriptive literature for products, materials, appliances, equipment, fixtures, or systems for proposed substitution.

- b. Submit not later than 14 calendar days before bid opening
- 1. Make request to Architect in triplicate on copies of Request for Substitution form included at end of this Section.
- 2. Submittal(s) shall include a complete and adequate analysis showing point-for-point comparison to specified item(s) or system(s) and must prove equality or superiority.
- 3. Include related Section and Drawing number(s), and fully document compliance with requirements for substitutions.
- 4. Include product data/drawings, description of methods, samples.
 - a. Where applicable, statement of effect on construction time and coordination with other affected Work.
 - b. Cost information for proposal.
- 5. Include identification of previous use locally with dates and names of Architect and Owner.
- 6. Anything less will not be considered.
- 7. Equivalency:
 - a. The Architect will be the initial judge of equivalency of proposed substitution(s).
 - b. Architect will make written recommendation of acceptance or rejection to Owner.
- 8. Satisfaction:
 - a. Prior to proposing substitution(s), certify that item or system is equal to that specified.
 - b. That it will fit into space allocated.
 - c. That item affords comparable ease of operation, maintenance, and service.
 - d. That appearance, longevity, and suitability for climate and use are comparable to item specified.
 - e. That substitution is in Owner's interest.
- 9. Manufacturer's data which is readily available to Architect is not acceptable for establishing proof of quality.
 - a. Provide laboratory test data performed by a nationally recognized independent testing laboratory known for its testing expertise.

- b. Laboratory test shall include types of materials used in substitute item or system, including their thickness and strength, and a direct comparison to item or system specified for capacities, capabilities, coatings, functions, life cycle usage, and operations.
 - c. No change in Architect's design intent will be allowed where item or system will be exposed and where it will be used.
 - 10. Proof: Burden of proof that a proposed substitution is equal or equivalent to a specified item or system shall be upon Contractor, who shall support his request with sufficient test data, samples, brochures, and other means to permit Architect to make a fair and equitable decision on merits of proposal.
 - 11. Based on Architect's written recommendation of acceptance or rejection, Owner will determine acceptability of proposed substitutions.
 - 12. Architect will notify Bidders of Owner's acceptance not later than 5 calendar days prior to bid opening via an addendum to the Contract Documents listing only accepted substitutions.
 - 13. Responsibility: Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Contract Documents and coordinating substitution(s) with adjacent materials and other affected equipment.
- B. During Construction:
- 1. Substitutions will not be considered when they are indicated or implied on submittals without separate written request prior to submittal, or when acceptance will require substantial revision of Contract Documents.
 - 2. Architect and Owner will consider requests from Contractor during construction for substitutions (following procedures outlined above for prior approvals) only under 1 or more of the following conditions:
 - a. Substitution is required for compliance with subsequent interpretation of code requirements or insurance regulations.
 - b. Shown or specified item or system cannot be provided within Contract Time or becomes unavailable due to no fault of Contractor.
 - c. Subsequent information disclosed inability of item(s) or system(s) to perform properly or to fit in designated space, or manufacturer(s) refuse(s) to certify or warrant performance as required.
 - d. When, in Architect's judgment, a substitution would be substantially in Owner's best interests in terms of cost (substantial credit), time, or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for evaluation and redesign services, increased cost of other work by Owner or separate contractors, and similar considerations.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

REQUEST FOR SUBSTITUTION

- A. Completed reproduction of this form shall accompany all requests for substitutions. Failure to submit form with request shall be cause for rejection. Substituted items or systems may be incorporated into the Work only after receipt of Owner's written approval. Fill in all applicable spaces and cross out all nonapplicable information bracketed ([]) or unbracketed.

[Subcontractor:] [Material Supplier:] [Manufacturer:] Date:

Requested Substitution:

Reference: Specification Section _____ Drawing Reference _____

Reason for Substitution: [Prior Approval] [During Construction]:

- B. Resulting Change to Contract Amount: [Add] [Deduct] _____
(Include supporting documentation.)

- C. For substitutions made during construction the Architect will, upon receipt of substitution proposal, fill in the following compensation information, add it to or deduct it from the Change to the Contract Amount and submit Net Change to Contract Amount to Owner for approval. Upon receipt of Owner's approval, Architect will proceed with substitution review.

D. Architect's Fee for Substitution Evaluation: _____

E. Architect's Fee for Changes to Contract: _____

- F. Documents Due to Substitution:

Net Change to Contract Amount (B + C + D): [Add] [Deduct]

Resulting Change to Contract Time: Add _____ Deduct _____

Summary of Related Work Requiring Coordination (if any):

(Contractor shall assume responsibility for complete coordination with Work of all trades involved if Substitution Request is approved.)

- G. Attached Documentation: The following is herewith attached to provide complete documentation of requested substitution:

[] Product Data [] Samples [] Shop Drawings
[] Test Reports [] Other:

- H. Contractor's Signature

Subcontractor's/Supplier's/Manufacturer's
Signature

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SECTION 017310 - CUTTING AND PATCHING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 33 Sections for specific requirements and limitations applicable to the cutting and patching of the individual parts of the Work.
 - a. Requirements in this Section also apply to mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 5 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted. Coordinate with Owner's requirements to avoid shut-down of any portion of the facility
 - 6. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. (If any question arises, consult the Architect).
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Equipment supports.
 - 4. Piping, ductwork, vessels, and equipment.
 - 5. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties. (Existing warranties may require the cutting and patching to be performed by the original installing company).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut where required.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete Paving: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
 4. Exterior building grounds: Repair all landscaped areas, site materials, and underground utilities damaged during construction.

END OF SECTION 017310

SECTION 017600– GUARANTIES AND WARRANTIES**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes requirements for guaranties and warranties for contract closeout and during specified guaranty/warranty periods.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General Limitations: It is recognized that specific guaranties and warranties are intended to protect Owner against failure of the Work to perform as required, and against deficient, defective, and faulty materials and workmanship, regardless of sources.
- B. Related Damages and Losses: When correcting guaranteed or warranted work which has failed, remove and replace other Work of Project which has been damaged as a result of such failure or which must be removed and replaced to provide access for correction of Work.
- C. Reinstatement of Guaranty or Warranty Period: In addition to requirements in the General Conditions, when Work covered by a special project guaranty or product warranty has failed and has been corrected by replacement or restoration, reinstate guaranty or warranty by written endorsement for 1 year starting on date of acceptance of replaced or restored Work.
- D. Replacement Cost, Obligations: Except as otherwise indicated, cost of replacing or restoring failing guaranties or warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.
- E. Rejection of Warranties: Owner reserves the right, at time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner detract from or confuse interpretation of requirements of Contract Documents.
- F. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or subcontract for materials or units of Work for Project where a special project guaranty, specified product warranty, certification, or similar commitment is required until it has been determined that entities required to sign or countersign such commitments are willing to do so.
- G. Specific Guaranty or Warranty Forms: Where a special project guaranty or specified project warranty is required, prepare a written document to contain terms and appropriate identification; ready for execution by required parties.
 - 1. A sample form is attached as the last article of this Section.
 - 2. Refer to individual sections of Divisions 2 through 33 for specific content and requirements.

3. Submit draft to Owner for approval prior to final executions.

1.3 REQUIREMENTS INCLUDED

- A. Compile specified warranties.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Architect for review and transmittal to Owner.

1.4 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: 2 each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete index information for each item.
 1. Product or work item with index number to bound item.
 2. Firm, with name of principal, address, and telephone number.
 3. Scope.
 4. Date of beginning of warranty, bond or service and maintenance contract.
 5. Duration of warranty, bond, or service maintenance contract.
 6. Provide information for Owner's personnel:
 - a. Procedure to be followed in case of failure.
 - b. Circumstances which might affect the validity of warranty or bond.
 7. Contractor, name of responsible principal, address and telephone number.

1.5 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size 8-1/2 x 11 inches on punched sheets for standard 3-ring binder.
 - a. Fold larger sheets to fit into binders.
 2. Warranty-Guaranty wording shall be as printed below.

3. Cover: Identify each packet with typed or printed title "GUARANTIES AND WARRANTIES". List:

- a. Title of Project.
- b. Name of Contractor.

- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

1.6 TIME OF SUBMITTALS

- A. Make submittals within 10 days after date of Substantial Completion prior to final request for payment.
- B. For items or work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.7 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective Sections of Specifications and as follows:
 1. Provide when noted in individual Sections of the Project Manual Divisions 2 through 33.

1.8 SAMPLE FORM OF WARRANTY-GUARANTY

- A. Print or type Warranty-Guaranty on installing contractor's own letterhead.
- B. Wording and signatures required.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

GUARANTEE-WARRANTY

When required by the specifications, warranties and/or guarantees other than one year shall be in the form of the following on the Contractor's own letterhead:

"GUARANTEE-WARRANTY FOR UNIVERSITY OF UTAH HEALTH CARE, WESTRIDGE CLINIC INTERIOR REMODEL"

We hereby warrant and the General Contractor and/or Material Manufacturer guarantee that the (name of product, equipment or system) that we have installed in the ____Westridge Clinic Interior Remodel project, has been done in accordance with the Contract Documents and that the work as installed will fulfill the requirements of the guaranty-warranty included in the specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of _____ years from the date of Substantial Completion, without any expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within sixty (60) days after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____
(Subcontractor)

Countersigned _____
(General Contractor)

Name _____
(Print)

Name _____
(Print)

Company _____

Company _____

Address _____

Address _____

License No. _____

License No. _____

Countersigned _____
(Material Manufacturer)

Name _____
(Print)

Company _____

Address _____

SECTION 017700 - CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Record Documents
 - 3. Operation and Maintenance Manuals
 - 4. Warranties.
 - 5. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Prepare and submit Project Record Documents, operation and maintenance manuals and similar final record information.
 - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 5. Complete startup testing of systems.
 - 6. Submit test/adjust/balance records.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Complete final cleaning requirements, including touchup painting.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturers written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - p. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

1.1 SUMMARY

- A. Operation and Maintenance manuals.

1.2 PRODUCTS

- A. Format:
 - 1. PDF electronic files with composite electronic index on digital media acceptable to Architect.
 - 2. Heavy-duty, three-ring binders, two sets of copies. Verify with architect.
- B. Operation Manuals: System, subsystem, and equipment descriptions, operating procedures, wiring diagrams, control diagrams and sequence of operation, and piped system diagrams.
- C. Product Maintenance Manuals: Source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds.
- D. Systems and Equipment Maintenance Manuals: Source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds.

END OF SECTION 017823

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SECTION 017900 - DEMONSTRATION AND TRAINING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: An individual experienced in the provided equipment.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals.

1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.

- f. Special operating instructions and procedures.
- 2. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 3. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.

1.6 PREPARATION

- A. Set up instructional equipment at instruction location.

1.7 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least **[seven]** days' advance notice.
- D. Training Location: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 017900

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SECTION 017900 – CLEANING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Requirements for periodic, general, and final cleaning of the project.
- B. Provide temporary and periodic clean-up of extra materials, waste and general debris during construction of the work, together with the final clean-up and cleaning, polishing and other "housekeeping" required to bring various surfaces to an acceptable condition prior to final inspection, or before additional work is done during construction.
- C. This Section includes requirements for Cleaning for all phases of the Project. Some requirements of this Section may not be applicable to individual project Phases.

1.2 GENERAL REQUIREMENTS

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish in accordance with applicable safety and insurance standards and local ordinances.
- B. The acceptable level of cleanliness of the Project shall be the decision of the Architect.
 - 1. Work necessary to achieve such acceptable state shall be performed when required.
- C. Burning: Burning of waste materials and/or rubbish on Site is not permitted.

1.3 CLEAN-UP DURING CONSTRUCTION

- A. During construction, provide cleaning-up as follows:
 - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - 2. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
 - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 - 4. Remove waste materials, debris, and rubbish from site weekly, or more often if needed, and dispose off-site in compliance with local regulations.
 - 5. Storage areas: Ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Project.
 - 6. Containers: Provide appropriate containers, such as dump containers, and locate on site for collection of waste materials and rubbish.

7. Supervision: Oversee all cleaning of areas by the trades using them. Ensure that resulting accumulations are deposited in appropriate containers.
8. Clean-up: Daily, weekly, or as necessary, clean-up floors and Site areas. Remove all loose materials, by sweeping if necessary.

1.4 FINAL CLEANING

- A. Provide final clean-up and polishing just prior to final inspection and/or acceptance of the work of the Project.
- B. Preparation:
 1. Prior to final inspection, remove all loose material of any nature, except spare parts, loose furniture or furnishings, manuals, parts books, and similar items.
 2. Remove all temporary buildings, utility lines or pipes and other work of a temporary nature.
 3. Remove all temporary wrappings. Leave no trace of wrap or adhesive.
- C. Surface Cleaning:
 1. Special cleaning for specific units of Work as specified and as shown on Drawings.
 2. Provide final cleaning of the Work, at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program.
 3. Comply with manufacturer's instructions for cleaning operations.
- D. The following are examples, but not by way of limitation, of cleaning levels required:
 1. Remove labels which are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
 - a. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
 - b. Restore reflective surfaces to original reflective condition.
 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator

- equipment and similar equipment; remove excess lubrication and other substances.
5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 6. Clean concrete floors in unoccupied spaces broom clean.
 7. Vacuum clean carpeted surfaces and similar soft surfaces.
 8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
 9. Clean light fixtures and lamps so as to function with full efficiency.
 10. Clean Project Site (staging areas, Contractor Parking areas), including landscape development areas, of litter and foreign substances.
 11. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills, and other foreign deposits.
- E. Pest Control: Engage an experienced exterminator to make a final inspection of Project, and to rid Project of rodents, insects, and other pests.
- F. Removal of Protection: Except as otherwise indicated or requested by Hospital Representative, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period.
- G. Compliances:
1. Comply with safety standards and governing regulations for cleaning operations.
 2. Do not burn waste materials at site, or bury debris or excess materials on the property, or discharge volatile or other harmful or dangerous materials into drainage systems.
 3. Remove waste materials from site and dispose of in a lawful manner.
- H. Moving Parts: Lubricate moving parts as recommended by the parts manufacturer, or as directed by the Architect. Wipe clean, all surplus lubricants.
- I. Protection: Protect finished floors from damage due to traffic or other causes.

END OF SECTION

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SECTION 024119 - SELECTIVE DEMOLITION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY**A. Section Includes:**

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

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

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. As indicated on drawings.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by **12 inches**.
- G. Storage or sale of removed items or materials on-site is not permitted.

- H. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

- 1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.

- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
 - 6. Maintain adequate ventilation when using cutting torches.
 - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 10. Dispose of demolished items and materials promptly.

- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."
- D. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area off-site designated by Owner and as indicated on Drawings.
 - 5. Protect items from damage during transport and storage.
- E. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings. Do not use methods requiring solvent-based adhesive strippers.
- F. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

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

3.9 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: As indicated on drawings.
- B. Remove and Salvage: As indicated on drawings.
- C. Remove and Reinstall: As indicated on drawings.
- D. Existing to Remain: As indicated on drawings.
- E. Dismantle: As indicated on drawings.

END OF SECTION 024119

SECTION 035300– CONCRETE TOPPING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Provide and install concrete toppings (cementitious underlayments), complete, as shown on Drawings and as specified, including:
 - 1. Miscellaneous tapers and warps for alignment of top-of-finish flooring at transitions between materials of different heights and thickness, including:
 - a. Section 093013 – Ceramic Tiling.
 - b. Section 096516 – Resilient Sheet Flooring.
 - c. Section 096519 – Resilient Tile Flooring.
 - d. Section 096723 - Resinous Flooring
 - e. Section 096816 – Sheet Carpeting
 - f. Concrete Floors without finish or painted finish.
 - 2. Remedial correction of interior floor slabs to provide specified floor flatness as specified in Section 033000 – Cast-in-Place Concrete; at no additional cost to Owner.
- B. Work Specified Elsewhere:
 - 1. Section 093000– Ceramic Tiling; Polymer-modified mortars for tile assemblies sloped to drains.

1.2 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Requirements.
- B. Product Data: Manufacturer's literature describing materials and specifications for mixing, placing, curing, and protecting.

1.3 QUALITY ASSURANCE

- A. Applicator: Approved and trained by manufacturer.
- B. Design Criteria:
 - 1. Compressive Strength: Minimum 4,100-PSI at 28 Days per ASTM C109.

1.4 PRODUCT HANDLING

- A. Delivery: Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.
- B. Storage: Ensure storage facilities are weathertight and dry.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Ardex Inc; Dependable Inc; or equal. Ardex products are specified as Basis-of-Design

2.2 MATERIALS

- A. Concrete Topping Types:
 - 1. Self-Leveling Type for Interior Applications: Ardex K-15, or equal; 4,100-PSI compressive strength, 16-hour curing time. Installs from feather-edge depth to 1 1/2-inch depth without aggregate; installs up to 5-inch depth with addition of aggregate per manufacturer's written instructions.
 - 2. Trowelable Fast-Setting Patch Type for Interior Applications: Ardex SD-P, or equal; 4,200-PSI compressive strength, 1-hour curing time. Installs from feather-edge depth to 1-inch depth without aggregate; installs up to 3-inch depth with addition of aggregate per manufacturer's written instructions.
 - 3. Fast-Setting, Self-Leveling Type for Interior Applications: Ardex SD-T, or equal; 6,100-PSI compressive strength, 2-hour curing time. Installs from 1/4-inch to 2-inch depth without addition of aggregate, and up to 5-inches depth with addition of aggregate per manufacturer's written instructions.
 - 4. Weather-Resistant, Self-Leveling Type for Interior Applications: Ardex A-300, 3,200-PSI compressive strength. Installs from 1/4-inch depth to 1/2-inch depth without aggregate; installs up to 3/4-inch depth with addition of aggregate per manufacturer's written instructions.
 - 5. Polymer-Reinforced, Weather-Resistant Type for Interior Applications: Ardex Poly-Top, 5,500-PSI compressive strength. Installs from 1/4-inch depth to 1-inch depth without aggregate; installs up to 2-inch depth with addition of aggregate per manufacturer's written instructions.
 - 6. Trowelable Fast-Setting Patch Type for Interior Applications: Ardex CD, 4,000-PSI compressive strength. Installs from 1/16-inch depth to 1/2-inch depth without aggregate.
- B. Primer: Ardex P-51, or equal, and as recommended in writing by the topping manufacturer for the substrata to receive topping.
- C. Aggregate:

1. Sand: 1/16-inch or less washed masonry sand, mortar sand, or plaster sand.
 2. Gravel: 3/8-inch pea gravel.
- D. Water: Clean and potable, free from impurities detrimental to underlayment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine substrate and verify that surfaces are free from debris and are reasonably clean and dry and that conditions are otherwise suitable to receive topping. Do not start Work until conditions are satisfactory.

3.2 PREPARATION

- A. Cracks and Voids: Fill with trowelable fast-setting patch type concrete topping.

3.3 MIXES

- A. General: Mix concrete toppings per manufacturer's recommendations.
- B. Aggregates: Add sand or gravel aggregates to topping mix per manufacturer's recommendations for topping thickness.

3.4 INSTALLATION

- A. General: Prime substrates, mix materials, and place toppings per manufacturer's recommendations.
- B. Thickness: Install to thickness as shown or as required, spreading and screeding to smooth surface; abut level to existing surface.
- C. Edge Forms: Provide as required.
- D. Ramps and Slopes to Drains: Including other accommodations for level changes; form with trowelable fast-setting patch type cementitious underlayment.
1. Sloped-to-Drain Setting bed materials for Patient Bathrooms, Showers and Tub Rooms provided in 093000 – Tile.
- E. Finish: As recommended by flooring manufacturer for reception of specified finish materials.
- F. Exterior Work: Provide weather-resistant toppings at concealed locations or at the written direction of the Owner.
- G. Transitions between Floor Finishes of differing thickness:
1. General: Provide concrete topping as required to align top-of-finish floor where flooring materials of different thickness meet.

2. Performance Criteria:
 - a. Provide concrete topping as required so that all offsets between adjacent floor materials are 1/8-inch or less.
 - b. Warp-applied concrete topping with a slope no greater than 1 inch in 48 inches, or a length of slope no less than 18 inches, whichever produces the more gentle transition.
3. Locations: Provide at locations where transitions between the following floor finishes occur that result in a vertical offset of greater than 1/8-inch:
 - a. Section 093000 – Tile.
 - b. Section 096519 – Resilient Flooring.
 - c. SECTION 096723 - Resinous Flooring
 - d. Section 096813 – Tile Carpeting.
 - e. Concrete Floors without finish or painted finish.

3.5 CURING

- A. General: Allow concrete topping to harden as recommended by manufacturer.
- B. Traffic: Do not permit traffic on topping during hardening period; minimum 2 hours or longer.
- C. Loading: Do not load floors until reasonable strength has been achieved. Evenly distribute any loading on topping and prohibit concentrated loading.
- D. Conditions: Maintain adequate ventilation and temperature above 50 degrees F. until topping is dry.

3.6 CLEANING AND REPAIR

- A. General: Repair concrete topping damaged after installation as a result of other trades prior to installation of scheduled floor finish, if any, at no additional cost to Owner.

END OF SECTION

SECTION 055000 - METAL FABRICATIONS**PART 1 - General****1.1 SUMMARY**

- A. Section Includes:
 - 1. Miscellaneous steel framing and supports.

1.2 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS**2.1 METALS**

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
 - 1. Size of Channels: As indicated.
 - 2. Material: Galvanized steel, ASTM A 653/A 653M, structural steel, Grade 33 (Grade 230), with G90 (Z275) coating; 0.108-inch (2.8-mm) nominal thickness.

2.2 FASTENERS

- A. Post-Installed Anchors: As indicated.
- B. Slotted Channel Nuts and Bolts: Unistrut or engineer approved equivalent.

2.3 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.

2.4 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.5 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch bolts, spaced not more than 6 inches from ends and 32 inches o.c., unless otherwise indicated.
 - 1. Provide mitered and welded units at corners.
 - 2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches larger than expansion or control joint.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize and prime shelf angles located in exterior walls.
- D. Prime shelf angles located in exterior walls with zinc-rich primer.

- 2.6 Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

3.2 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY**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:
 - 1. Wood blocking and nailers.

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. WWPA - Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Wood-Preservative-Treated Materials:
 - a. Baxter: J. H. Baxter Co.
 - b. Chemical Specialties, Inc.
 - c. Continental Wood Preservers, Inc.
 - d. Hickson Corp.
 - e. Hoover Treated Wood Products, Inc.
 - f. Osmose Wood Preserving, Inc.

2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Provide dressed lumber, S4S, unless otherwise indicated.
 - 3. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Wood Structural Panels:
 - 1. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
 - 2. Thickness: As needed to comply with requirements specified but not less than thickness indicated.
 - 3. Comply with "Code Plus" provisions in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."
 - 4. Factory mark panels according to indicated standard.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where wood-preservative-treated wood is indicated or required, comply with applicable requirements of AWPA C20 (lumber) and AWPA C27 (plywood). Identify wood-preservative-treated wood with appropriate classification markings; U.S. Testing; Timber Products Inspection, Inc.; or another testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Exterior Type: Use for exterior locations and where indicated.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
- B. For items of dimension lumber size, provide No. 2 grade lumber with 19 percent maximum moisture content of the following species:
 - 1. Douglas fir-larch; WWPA.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Wood Screws: ASME B18.6.1.
- D. Lag Bolts: ASME B18.2.1.
- E. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table 2304.9.1 in the International Building Code.
- D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
 - 1. Comply with "Code Plus" provisions in above-referenced guide.

END OF SECTION 061053

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SECTION 078413 – PENETRATION FIRESTOPPING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Provide materials, fabrications and installation of firestopping and smoke seals, and associated accessory items, for locations listed under System Description.

1.2 SYSTEM DESCRIPTION

- A. Provide firestopping and smoke seals at locations indicated on the drawings, and including the following areas:
 - 1. All openings in fire or smoke rated floors, partitions, and walls in both void spaces and those spaces accommodating penetrating items such as cables, conduits, pipes, ducts, etc.
 - 2. Openings at building perimeter between floor slab edges and exterior wall assemblies.
 - a. Wall assemblies composed of metal framing and sheathing products specified in Section 054000 – Cold-formed Metal Framing and exterior finishes specified in:
 - 1) Section 072400 – Exterior Insulation and Finish System.
 - b. Window Wall specified in Section 084113 and 085113 – Aluminum Windows.
 - 3. Openings between tops of partitions and connecting floors or roof assemblies.
 - 4. Fire barriers for seismic joints in fire-rated walls and floors.
 - 5. Openings at each floor level in shafts or stairwells.
- B. Fire-rated and/or Smoke-rated assemblies identified on Drawings by an Underwriter's Laboratories (UL) listing number shall strictly conform to the listed assembly. Any deviations from the UL assembly shall be approved by the code enforcement authority having jurisdiction for the Project before undertaking work.

1.3 SUBMITTALS

- A. Comply with provisions of Section 013300 – Submittal Procedures.
- B. Submit manufacturer's printed product data indicating product characteristics, performance and limiting criteria.
- C. Submit manufacturer's shop drawings and installation instructions for each type of firestop or smoke seal required by the Project. Shop drawings shall indicate the detailing of all necessary anchorages, reinforcements and fastenings required.

- D. Mock-Ups: Prepare a job-site mock-up of each fire-stop and smoke seal assembly proposed for use in the Project for review by Owner and code enforcement authority having jurisdiction for the Project. Accepted mock-ups may be left in place as part of the finished project and will constitute the standard for remaining work.
- E. Qualification Data: For firms and persons specified in Quality Assurance article to demonstrate their capabilities and experience. Include list of completed projects with project names, addresses, names of Architects and Owners, and other information specified.

1.4 QUALITY ASSURANCE

- A. Comply with latest edition of the following standards:
 - 1. American Society for Testing Materials (ASTM), ASTM E 814.
 - 2. Underwriters' Laboratories, Inc.'s "Building Materials Directory" (UL).
 - 3. Warnock Hersey, "Certification Listings" (WHI).
- B. Firestopping or smoke seal materials shall conform to both Flame (F) and Temperature (T) ratings per ASTM E 814 or UL 1479 fire tests, and shall restrict the transmission of temperature as well as the passage of flame, gasses, smoke and water.
- C. Firestopping and smoke seal work shall be performed by an installer trained or approved by the firestop or smoke seal manufacturer. Equipment used shall be in accordance with firestop or smoke seal manufacturer's written installation instructions.
- 4. Openings between tops of partitions and connecting floors or roof assemblies and at partition terminations at exterior wall:
 - a. For top of partition conditions, Architect to select two nominal 10-linear foot rated wall assemblies including parallel to, and perpendicular to, metal deck flutes for Mock-Up. For termination of partition at exterior wall, Architect to select a representative example for each type of rated wall assembly and each type of exterior wall system for Mock-Up. Location shall provide convenient access for review and be early in Contractor's Project Schedule.
 - b. After review and acceptance by Architect, Mock-Ups shall set performance standards for subsequent Work and may be incorporated into the Work.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with requirements in Section 016000 – Product Requirements.
- B. Deliver all materials in original unopened packages fully identified with manufacturer's name, trade name and UL label.
 - 1. Leave seals unbroken and labels intact until time of use.
 - 2. Remove from job site any rejected or damaged packages found unsuitable for use.

- C. Store materials in a dry place, off of the ground or floor, and away from other material subject to sweating or attraction of moisture or dampness.

1.6 PROJECT CONDITIONS

- A. Conform to the manufacturer's printed instructions for installation and, when applicable, curing in accordance with the manufacturer's recommendations regarding temperature and humidity.
- B. Conform to all required ventilation and safety requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Provide products as manufactured by:
 - 1. Firestop Systems, Inc.
 - 2. Dow Corning Corp.
 - 3. 3M Electrical Products Division.
 - 4. International Protective Coatings (IPC).
 - 5. RectorSeal/Bio-Fireshield.

2.2 MATERIALS

- A. General: Firestopping and smoke seal materials shall be asbestos free.
 - 1. The F rating must be a minimum of 1 hour, but not less than the fire resistance rating of the assembly being penetrated, when tested per ASTM E 814.
 - 2. Materials being applied in openings between elements of differing fire ratings shall conform to the most restrictive rating.
 - 3. Fire tests shall be conducted with a minimum positive pressure differential of 0.03 inches of water column.
 - 4. Material shall be noncombustible, with flame spread of 25 or less, and smoke development of 50 or less, when tested in accordance with ASTM E 84.
- B. Firestop or Smoke Seal Mortar: Single component portland cement fly ash mortar, requiring no special supports or anchoring devices to pass water hose stream tests.
- C. Firestop or Smoke Seal Sealant: Single or multiple component silicone sealant. Provide a flexible, air-tight, water proof seal that bonds to building materials.
- D. Firestop or Smoke Seal Sleeve: Prefabricated device used around plastic pipes in fire-rated floors and walls. The sleeve shall be made of a steel collar lined with an intumescent material.

- E. Intumescent Mastic Sealant: Single component, water-based intumescent for use at openings and sleeves involving plastic pipe, insulated pipe or flexible cable.
- F. Mineral fiber board, mineral fiber matting, and mineral fiber putty-forming and damming materials shall be used to contain the fluid material mixture prior to and during filling of penetrations and voids.
 - 1. Fire tested and functionally approved forming materials may be left in place to become an integrally part of the foamed penetration seal.
 - 2. Combustible forming and damming materials may be used for containment during installation of materials only, and must be removed from the final completed penetration seal system.
- G. Cementitious Seal: W.R. Grace's Monokote MK-6, or approved equivalent.
- H. Provide primers as required which conform to manufacturer's recommendations for various substrates and conditions.
- I. Thermal Spray-on Elastomeric Smoke Seal: Specified Technologies Inc. Series AS200 Elastomeric Spray, or approved equivalent.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine all work upon which firestopping or smoke seal material is to be applied.
- B. Notify the Contractor in writing, of conditions detrimental to the timely completion of the work.
- C. Do not proceed with work until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prior to application of firestopping or smoke seal material.
 - 1. Clean all steel of loose material, including excessive mill scale or rust, paint, grease or other material which would preclude the successful application and retention of bond to the substrate.
 - 2. Do not apply firestops or smoke seals to surfaces previously painted or treated with a sealer, curing compound, water repellent or other coatings unless tests have been performed to ensure compatibility of materials.
 - 3. Remove coatings as required in compliance with manufacturer's instructions.
- B. Provide primers as required which conform to manufacturer's recommendations for various substrates and conditions.
- C. Mask where necessary to protect adjoining surfaces. Remove excess material and stains on surfaces as required.

- D. Coordinate locations and sizes of all sleeves which will be required by the work of other Sections.

3.3 INSTALLATION

- A. Install in strict accordance with manufacturer's printed instructions to provide a Flame (F) rating of at least 1 hour, but not less than the fire resistance rating of the assembly being penetrated.
- B. Ensure that anchoring devices, back-up materials, clips, sleeves, supports and other materials used in the actual fire test are installed.
- C. Install firestops or smoke seals with sufficient pressure to properly fill and seal openings to ensure an effective smoke seal.
- D. Install fire resistant filler in all openings through floors and rated walls:
 - 1. Dam bottom of vertical openings and one side of horizontal openings with temporary containment forms or, where required to achieve fire resistance ratings, provide permanent mineral composition board forms.
 - 2. On horizontal penetrations, provide partial face containment forms where required for material placement.
 - 3. Allow installed fillers to cure, and remove temporary forms; trim ragged edges with sharp knife; inspect and fill voids with additional filler to form uniform thickness of filler.
- E. Spillage: Do not allow sealants to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- F. Recess exposed edges of gaskets and exposed joint fillers slightly behind adjoining surfaces, unless otherwise shown, so that compressed units will not protrude from joints.
- G. Tool or trowel exposed surfaces. Remove excess firestop or smoke seal material promptly as work progresses and upon completion.
- H. Apply firestop or smoke seal material at penetrations of insulated piping after the insulation is installed.
 - 1. The material used shall have been tested for compatibility and rating in conjunction with the use of the insulation material being used.
 - 2. Calcium silicate, or other pipe insulation, may be substituted for fiberglass pipe insulation through the sleeve, if the insulation is part of an assembly which meets the requirements specified for firestopping or smoke sealing.
- I. Firestopping or smoke sealing materials for filling voids in floors having openings of 4-inches or greater, shall be installed to support the same load as the floor system, unless the area is protected by a permanent barrier preventing loading or traffic on the firestopped or smoke sealed area.
- J. Walls and Partitions:

1. Penetrations: Install firestopping and smokestopping material at wall and partition openings which contain penetrating sleeves, piping, ductwork, conduit and other items requiring firestopping and smokestopping.
2. Systems for Partition to Overhead Floor and Roof Deck Intersections: Use one of following at Contractor's option:

- a. Premolded Firestops: Firestop openings and joints per manufacturer's recommendations and UL or WHI-listed assembly with pre-molded firestops, firestop moldings, and unfaced safing.

***** OR *****

- b. Cementitious Seal Firestops: Firestop openings and joints per manufacturer's recommendations and UL or WHI-listed assembly with spray-applied or trowel-applied cementitious seal.

***** OR *****

- c. Firedam Spray Seal and Safing Firestops:

- 1) General: 3M Firedam Spray. Provide 1- and 2-hour-rated firestopping assembly at head of partition with double-track construction at 1/2-inch relief joint at gypsum board in conformance with Warnock Hersey, Inc. Designs, 495-1266 and 495-PSV-1083.
- 2) Safing: Fill space between tracks with 3/4-inch-thick by stud width strip of 3.5 PCF density mineral wool.

- K. Floor Slab Edge and Exterior Wall Intersection: Firestop Systems, Inc. **System CW-S-1002**, 2-hour firestop joint per manufacturer's recommendations with 8-pound mineral wool, 3-1/2-inch-thick SP5100 sealant, or approved equal system with UL or WHI-listed 2-hour assembly.

- L. Continuity: Maintain integrity over entire area to form continuous firestop system.

3.4 CURE AND PROTECTION

- A. Cure firestopping and smoke seal materials in compliance with manufacturer's instructions and recommendations.
- B. Installer shall advise Contractor of procedures required for protection of firestopping and smoke seals during remaining construction period.

3.5 FIELD QUALITY CONTROL

- A. Examine each firestop or smoke seal application after completion of installation, to ensure proper installation and full compliance with this specification.
- B. Correct unacceptable firestops or smoke seals and provide additional inspection to verify compliance with this specification at no additional cost.

- C. Maintain accessibility to all areas of work until completion of inspection by the applicable Code authorities.
- D. Where finished work will be visible after completion of the Project, remove temporary dams after initial cure of firestops or smoke seals.
 - 1. Clean adjacent surfaces in accordance with Manufacturer's printed instructions.
 - 2. Remedy any staining and discoloring on adjacent surfaces caused by the work of this Section.

3.6 CLEAN UP

- A. Comply with requirements of Section 017900 – Cleaning.
- B. After completion of application of firestopping or smoke seal materials, remove all debris, excess materials and all equipment, and broom clean all exposed wall and floor areas.

3.7 UL ASSEMBLIES & PENETRATIONS

- A. Please see following pages for UL assembly and penetration details referenced in drawings.

END OF SECTION

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SECTION 079200 - JOINT SEALANTS**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 sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in the following surfaces and nontraffic horizontal surfaces:
 - a. Perimeter joints between dissimilar materials and frames of doors and windows.
 - b. Other joints as indicated.
 - 2. Exterior joints in the following horizontal traffic surfaces:
 - a. Control, expansion, and isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated.
 - 3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - c. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - d. Other joints as indicated.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

2.4 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: For each product of this description indicated in the Acoustical Joint-Sealant Schedule at the end of Part 3, provide manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following:
 - 1. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Multicomponent Nonsag Polysulfide Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 - 1. Products: Provide one of the following:
 - a. cm-60; W.R Meadows, Inc.
 - b. T-2235-M; Morton International, Inc.

- c. T-2282; Morton International, Inc.
 - d. Thiokol 2P; Morton International, Inc.
 - e. GC-5 Synthacalk; Pecora Corporation.
 - f. Two-Part Sealant; Sonneborn Building Products Div., ChemRex Inc.
2. Type and Grade: M (multicomponent) and NS (nonsag).
3. Class: 25.
4. Uses Related to Exposure: T (traffic)

3.7 LATEX JOINT-SEALANT SCHEDULE

- A. Latex Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. Chem-Calk 600; Bostik Inc.
 - b. NuFlex 330; NUCO Industries, Inc.
 - c. LC 160 All Purpose Acrylic Caulk; Ohio Sealants, Inc.
 - d. AC-20; Pecora Corporation.
 - e. PSI-701; Polymeric Systems, Inc.
 - f. Sonolac; Sonneborn Building Products Div., ChemRex, Inc.
 - g. Tremflex 834; Tremco.

3.8 ACOUSTICAL JOINT-SEALANT SCHEDULE

- A. Acoustical Sealant for Exposed and Concealed Joints: At all sound partitions and where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. AC-20 FTR Acoustical and Insulation Sealant; Pecora Corporation.
 - b. SHEETROCK Acoustical Sealant; USG Corp., United States Gypsum Co.
- B. Acoustical Sealant for Concealed Joints: At all sound partitions and where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. Pro-Series SC-170 Rubber Base Sound Sealant; Ohio Sealants, Inc.
 - b. BA-98; Pecora Corporation.
 - c. Tremco Acoustical Sealant; Tremco.

END OF SECTION 079200

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SECTION 092900 - GYPSUM BOARD ASSEMBLIES**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:
 - 1. Interior gypsum wallboard.
 - 2. Tile backing panels.
 - 3. Non-load-bearing steel framing.
- B. Related Sections include the following:
 - 1. Cold Formed Metal Framing
 - 2. Sheathing
 - 3. Painting

1.3 DEFINITIONS

- A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
 - 1. STC-Rated Assemblies: Indicated by design designations from GA-600, "Fire Resistance Design Manual."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Framing and Furring:
 - a. Clark Steel Framing Systems.
 - b. Consolidated Systems, Inc.
 - c. Dale Industries, Inc. - Dale/Incor.
 - d. National Gypsum Company.
 - e. Scafco Corporation.
 - f. Western Metal Lath & Steel Framing Systems.
 - 2. Gypsum Board and Related Products:
 - a. American Gypsum Co.
 - b. G-P Gypsum Corp.
 - c. National Gypsum Company.
 - d. United States Gypsum Co.

2.2 STEEL SUSPENDED CEILING

- A. Components, General: Comply with ASTM C 754 for conditions indicated.
- B. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- diameter wire, or double strand of 0.0475-inch- diameter wire.
- C. Carrying Channels: Cold-rolled, commercial-steel sheet with a base metal thickness of 0.0538 inch a minimum 1/2-inch- wide flange, with manufacturer's standard corrosion-resistant zinc coating.
 - 1. Depth: 1-1/2 inches .
- D. Furring Channels (Furring Members): Commercial-steel sheet with manufacturer's standard corrosion-resistant zinc coating.
 - 1. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.

2.3 STEEL PARTITION

- A. Components, General: As follows:
 - 1. Comply with ASTM C 754 for conditions indicated.
 - 2. Steel Sheet Components: Complying with ASTM C 645 requirements for metal and with manufacturer's standard corrosion-resistant zinc coating.
- B. Steel Studs and Runners: ASTM C 645.
 - 1. Minimum Uncoated-Steel Thickness: 0.0428 inch for wall studs and 0.0538 inch at door jambs and canopy.
 - 2. Depth: 3-5/8 inches or as indicated.
- C. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base Metal Thickness: 0.0312 inch.
 - 2. Depth: 7/8 inch.

- D. Cold-Rolled Furring Channels: 0.0538-inch bare steel thickness, with minimum 1/2-inch wide flange.
 - 1. Depth: 3/4 inch or as indicated.
 - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare steel thickness of 0.0312 inch.
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch-diameter wire, or double strand of 0.0475-inch-diameter wire.
- E. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

2.4 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36.
 - 1. Type X:
 - a. Thickness: 5/8 inch.
 - b. Long Edges: Tapered.

2.5 TILE BACKING PANELS

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or 1325, with manufacturer's standard edges.
 - 1. Thickness: 5/8 inch.
 - 2. Mold Resistance: ASTM D 3273, score of 10.

2.6 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 - 2. Shapes:
 - a. LC-Bead (J-Bead): Use at exposed panel edges.

2.7 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Interior Gypsum Wallboard: Paper.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
- D. Joint Compound for Tile Backing Panels:

1. Water-Resistant Gypsum Backing Board: Use setting-type taping and setting-type, sandable topping compounds.

2.8 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLING STEEL FRAMING, GENERAL

- A. Installation Standards: ASTM C 754, and ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with gypsum board manufacturer's written recommendations or, if none available, with United States Gypsum's "Gypsum Construction Handbook."

3.3 INSTALLING STEEL SUSPENDED CEILING AND SOFFIT FRAMING

- A. Suspend ceiling hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause them to deteriorate or otherwise fail
 3. Do not attach hangers to steel roof deck. Attach hangers to structural members.
- B. Wire-tie furring channels to supports, as required to comply with requirements for assemblies indicated.
- C. Install suspended steel framing components in sizes and spacings indicated, but not less than that required by the referenced steel framing and installation standards.
 1. Carrying Channels (Main Runners): 48 inches.

2. Furring Channels (Furring Members): 16 inches.

3.4 INSTALLING STEEL PARTITION

- A. Install tracks (runners) at floors, ceilings, and structural walls and columns where gypsum board assemblies abut other construction.
- B. Installation Tolerance: Install each steel framing and furring member so fastening surfaces vary not more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
- D. Install steel studs and furring at the following spacings:
 1. Single-Layer Construction: 16 inches, unless otherwise indicated.
- E. Install steel studs so flanges point in the same direction and leading edge or end of each panel can be attached to open (unsupported) edges of stud flanges first.
- F. Frame door openings to comply with GA-600 and with gypsum board manufacturer's applicable written recommendations, unless otherwise indicated. Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
- G. Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

3.5 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed after panels have been installed on one side. Provide sound attenuation blankets in walls indicated on the drawings.
- C. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- D. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- F. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.

- H. STC-Rated Assemblies: Seal construction at perimeters, behind control and expansion joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
- I. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.

3.6 PANEL APPLICATION METHODS

- A. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
- B. Multilayer Application on Ceilings: Apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
- C. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- D. Multilayer Fastening Methods: Fasten base layers and face layers separately to supports with screws.
- E. Tile Backing Panels:
 - 1. Water-Resistant Gypsum Backing Board: Install at showers. Install with 1/4-inch gap where panels abut other construction or penetrations.
 - 2. Areas Not Subject to Wetting: Install standard gypsum wallboard panels to produce a flat surface except at shower locations indicated to receive water-resistant panels.
 - 3. Where tile backing panels abut other types of panels in the same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.7 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

3.8 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 - 1. Level 1: Embed tape at joints in ceiling plenum areas, concealed areas, and where indicated.

2. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface where indicated.

END OF SECTION 092900

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SECTION 093013 - CERAMIC TILING**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:
 - 1. Quarry tile.
- B. Related Sections include the following:
 - 1. Division 9 Section "Gypsum Board Assemblies" for water-resistant backer board installed in gypsum wallboard assemblies.

1.3 DEFINITIONS

- A. Facial Dimension: Nominal tile size as defined in ANSI A137.1.
- B. Installation products: ANSI A118
- C. Installation procedures ANSI 108

1.4 SUBMITTALS

- A. Product Data: For each type of tile, mortar, grout, and other products specified.
- B. Shop Drawings: Show locations for each type of tile and tile pattern.
- C. Samples for Initial Selection: For each type of tile and grout indicated. Include Samples of accessories involving color selection.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Tile: Obtain all tile of same type and color or finish from one source or producer.
 - 1. Obtain tile from same production run and of consistent quality in appearance and physical properties for each contiguous area.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement of ANSI A137.1 for labeling sealed tile packages.
- B. Store liquid latexes and emulsion adhesives in unopened containers and protected from freezing.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is completed and ambient temperature and humidity conditions are being maintained to comply with referenced standards and manufacturer's written instructions.

1.8 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed, for each type, composition, color, pattern, and size indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers specified:

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard Grade requirements, unless otherwise indicated.
- B. Colors, Textures, and Patterns: Where manufacturer's standard products are indicated for tile, grout, and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements:
 - 1. Provide Architect's selections from manufacturer's full range of colors, textures, and patterns for products of type indicated. Several colors are to be used as indicated on the drawings.

2.3 TILE PRODUCTS

- A. Unglazed Quarry Tile: Square-edged flat tile as follows:
 - 1. Wearing Surface: Nonabrasive, textured
 - 2. Facial Dimensions: 6 by 6 inches .
 - 3. Thickness: 1/2 inch
 - 4. Face: Plain
 - 5. Price Group (see finish schedule in drawings for model, style, accent pattern, etc.)

2.4 SETTING AND GROUTING MATERIALS

- A. Use non-shrink high strength grout for ceramic tilework.
- B. Manufacturers:
 - 1. Custom Building Products.
 - 2. Mapei
 - 3. Laticrete International
 - 4. TEC Specialty Products Inc.
 - 5. Bostik, Inc.

- C. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.1A and as specified below:
 - 1. Cleavage Membrane: Asphalt felt, ASTM D 226, Type I (No. 15); or polyethylene sheeting, ASTM D 4397, 4.0 mils thick.
- D. Dry-Set Portland Cement Mortar (Thin Set): ANSI A118.1 and ISO 13007
 - 1. For wall applications, provide nonsagging mortar that complies with Paragraph C-4.6.1 in addition to the other requirements in ANSI A118.1 and ISO 13007 C2TES1P1.
- E. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4 and ISO 13007, consisting of the following:
 - 1. Prepackaged dry-mortar mix containing dry, redispersible, ethylene vinyl acetate additive to which only water must be added at Project site.
 - a. For wall applications, provide nonsagging mortar that complies with Paragraph F-4.6.1 in addition to the other requirements in ANSI A118.4 and ISO 13007 C2TES1P1.
- F. Epoxy/Resin-Based Thinset Mortar: Solvent-free, 100%-solids epoxy setting floor and wall mortar that is suited for areas where most chemical-resistant setting material is necessary. ISO 13007 R2.
 - 1. For floor and base in kitchen area: MAPEI, Kerapoxy 410
- G. Sand-Portland Cement Grout: ANSI A108.10 and ISO 13007 CG2WA, composed of white or gray cement and white or colored aggregate as required to produce color indicated.
- H. Epoxy/Resin-Based Grout: ISO 13007 RG 100%-solids epoxy grout, with high chemical, stain, and enzymatic resistance.
 - 1. For floor and base in kitchen area: MAPEI, Kerapoxy IEG.

2.5 ELASTOMERIC SEALANTS

- A. General: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer and characteristics required.
- B. Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.
 - 1. Products:
 - a. Bostik; Chem-Calk 550.
 - b. Mameco International, Inc.; Vulkem 245.
 - c. Tremco, Inc.; THC-900.

2.6 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
 - 1. Metal Edge Strips: Angle or L-shaped brushed aluminum or stainless steel, height to match tile and setting-bed thickness.
- B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

- C. Grout Sealer: Manufacturer's standard product for sealing grout joints that does not change color or appearance of grout.
- D. Metal Trims: Provide metal strips (manufactured by Schluter) along tile edge and transitions as indicated on drawings.

2.7 MIXING MORTARS AND GROUT

- A. Use epoxy based grout for floors and cove base on walls conforming to ISO 13007 R2 and ISO 13007 RG Enzyme resistant formula, respectively. Equal to Mapei "OptiColor".
- B. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- C. Add materials, water, and additives in accurate proportions.
- D. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm; dry; clean; free of oil, waxy films, and curing compounds; and within flatness tolerances required by referenced ANSI A108 Series of tile installation standards for installations indicated.
 - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
 - 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors installed with adhesives or thin-set mortar that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.
 - 1. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
 - 2. Remove protrusions, bumps, and ridges by sanding or grinding.

3.3 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.

- B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- F. Lay out tile wainscots to next full tile beyond dimensions indicated.
- G. Use crack isolation mat where poured gypsum is used for leveling.
- H. Grout tile to comply with requirements of the following tile installation standards:
 - 1. For ceramic tile grouts (sand-portland cement; dry-set, commercial portland cement; and latex-portland cement grouts), comply with ANSI A108.10.

3.4 WATERPROOFING INSTALLATION

- A. Use bonded waterproof membrane together with fiberglass tape in corners for floors and minimum 18" up walls for wet locations.
- B. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
- C. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

3.5 FLOOR TILE INSTALLATION

- A. General: Install tile to comply with requirements in the Floor Tile Installation Schedule, including those referencing TCA installation methods and ANSI A108 Series of tile installation standards.
 - 1. For installations indicated below, follow procedures in ANSI A108 Series tile installation standards for providing 95 percent mortar coverage.
 - a. Tile floors in wet areas.
 - b. Tile floors composed of tiles 8 by 8 inches or larger.
- B. Joint Widths: Install tile on floors with the following joint widths:
 - 1. Ceramic Mosaic Tile: 1/8 inch.
 - 2. Quarry Tile: 1/4 inch.
 - 3. Glazed Wall Tile: 1/16 inch.
- C. Stone Thresholds: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile, unless otherwise indicated.
 - 1. Set thresholds in latex-portland cement mortar for locations where mortar bed would otherwise be exposed above adjacent nontile floor finish.

- D. Grout Sealer: Apply grout sealer to cementitious grout joints according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer that has gotten on tile faces by wiping with soft cloth.
- E. Cover finished work with Kraft paper for minimum 72 hours during drying.

3.6 WALL AND CEILING TILE INSTALLATION

- A. Install types of tile designated for wall installations to comply with requirements in the Wall Tile Installation Schedule, including those referencing TCA installation methods and ANSI setting-bed standards.
- B. Joint Widths: Install tile on walls with the following joint widths:
 - 1. Glazed Wall Tile: 4 x 4 1/8 inch
6 x 6 1/16 inch

3.7 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove latex-portland cement grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.

3.8 FLOOR TILE INSTALLATION SCHEDULE

- A. Tile Installation FTI-#1: (for slab on grade floors with recess) Interior floor installation on concrete; cement mortar bed (thickset) with cleavage membrane; TCA F111 and ANSI A108.1B
 - 1. Tile Type: Unglazed quarry
 - 2. Mortar: Latex- portland cement mortar.
 - 3. Grout: Sand-portland cement grout or epoxy.

END OF SECTION 093013

SECTION 095113 – ACOUSTICAL PANEL CEILINGS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Provide and install acoustical ceilings panels and accessories, complete, as required, including:
 - 1. Mineral core acoustical ceiling panels.

1.2 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
 - 1. C635; Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings.
 - 2. C636; Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels.
- B. Ceiling and Interior System Contractors Association (CISCA):
 - 1. Ceiling Systems Handbook.

1.3 SYSTEM DESCRIPTION

- A. Performance Criteria:
 - 1. Fire-Hazard Classification: Provide acoustical ceilings that are identical to those tested for following fire hazard characteristics, per ASTM test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 - a. Test Method: ASTM E84.
 - b. Flame Spread: 25 or less.
 - c. Smoke Developed: 50 or less.

1.4 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's specifications, data, and installation instructions.
- C. Shop Drawings:
 - 1. Coordination Drawings: Reflected ceiling plans drawn accurately to scale and coordinating penetrations and ceiling-mounted items. Show following:
 - a. Ceiling suspension members.
 - b. Method of attaching hangers to building structure.

- c. Ceiling-mounted items including light fixtures; air outlets and inlets; speakers; sprinkler heads; and special moldings at walls, column penetrations, and other junctures with adjoining construction.
- D. Samples:
 - 1. For Initial Selection: Manufacturer's standard sample sets consisting of actual acoustical units or sections of units showing full range of colors, textures, and patterns available for each type of unit indicated.
 - 2. For Verification: 12-inch-square sample of each type of exposed finish specified or selected and of same thickness and material indicated for final unit of Work. Where finishes involve normal color and texture variations, include sample sets showing full range of variations expected.
- E. Qualification Data: For firms and persons specified in Quality Assurance article to demonstrate their capabilities and experience. Include list of completed projects with project names, addresses, names of Architects and Owners, and other information specified.
- F. Research Reports: Or evaluation reports of model code organization acceptable to authorities having jurisdiction that show compliance of acoustical ceiling system and components with building code in effect for Project.
- G. Product Test Reports: From qualified independent testing agencies that are based on its testing or current products for compliance of acoustical ceiling systems and components with requirements.

1.5 QUALITY ASSURANCE

- A. Qualifications of Installer: Engage experienced Installer who has successfully completed acoustical ceilings similar in material, design, and extent to those indicated for Project.
- B. Single-Source Responsibility: Obtain each type of acoustical ceiling unit from single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of Work.
- C. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).

1.7 PRODUCT HANDLING

- A. Delivery and Storage: Deliver acoustical ceiling units to Project site in original, unopened packages and store them in fully enclosed space protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Handling: Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.8 PROJECT CONDITIONS

- A. Storage: Before installing acoustical ceiling units, permit them to reach room temperature and stabilized moisture content.

- B. Space Enclosure: Do not install acoustical ceilings until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those expected for final occupancy.

PART 2 - PRODUCTS

2.1 MINERAL CORE ACOUSTICAL PANELS

- A. Field verify and match products used in the remodel area. If product is out of production or attic stock is not available, provide the following:
 - 1. Manufacturer: Provide products manufactured by Armstrong World Industries or USG .
 - 2. Mineral Core Acoustical Panel Type 1
 - a. General: Cortega Tegular or Square edge (match existing conditions)
 - b. Size: 24 inches by 48 inches by 5/8-inch-thick.
 - c. Edge Detail: Angle Tegular or Square Edge
 - d. Noise Reduction Coefficient: UL Classified NRC of 0.55 in compliance with ASTM C423.
 - e. Sound Transmission Class: UL Classified CAC minimum of 35 in compliance with ASTM E1414 or ASTM E413.
 - f. Light reflectance: 0.82
 - g. Provide manufacturer's coordinated field and border units, as required by layouts shown on Drawings.
 - h. Specified grid system: DONN DX/DXL 15/16-inch exposed tee.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine substrates and structural framing to which ceiling system attached or abuts, with Installer present, for compliance with requirements specified in this and other sections that affect installation and anchorage of ceiling system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install acoustical ceiling systems per Reference Standards and manufacturer's instructions.
- B. Acoustical Ceiling Tiles:
 - 1. General: Make joints straight and true to line with exposed surfaces flush and level. Tightly butt tiles with corners and arises full and without broken edges.
 - 2. Suspended System:
 - a. Concealed Grid: Install tile with concealed metal splines in kerfed edges between tiles to form concealed mechanical joints.
 - b. Edge Units: Install spring steel spacers where supported on edge trim.
 - c. Access Tile: Install units by concealed saddle and notched hook spline method.

- d. Identification Markers: Install one per access tile; locate on tile as directed.

3.3 CLEANING

- A. Cleaning: Clean exposed surfaces of acoustical ceiling panels. Comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 096519 - RESILIENT TILE FLOORING**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:
 - 1. Vinyl composition floor tile (VCT)

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors and patterns available for each type of product indicated. Some patterns using accent colors will be required and will be determined at a later date.
- C. Maintenance Data: For resilient floor tile to include in the maintenance manuals specified in Division 1.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F.
- C. Store tiles on flat surfaces.

1.5 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F or more than 95 deg F in spaces to receive products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After post-installation period, maintain a temperature of not less than 55 deg F or more than 95 deg F.
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during flooring installation and for time period after installation recommended in writing by manufacturer.

- D. Install tiles and accessories after other finishing operations, including painting, have been completed.

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Furnish one box of each type, color, pattern, class, wearing surface, and size of resilient tile flooring installed.
 - 2. Deliver extra materials to Owner.

PART 2 - PRODUCTS

2.1 RESILIENT TILE

- A. Vinyl Composition Floor Tile: Field verify and match products used in the remodel area. If product is out of production or attic stock is not available, provide vinyl composition floor tile complying with ASTM F 1066 and the following:
 - 1. Manufacturer:
 - a. Armstrong World Industries, Inc.,
 - b. Johnsonite/Tarkett
 - 2. Thickness: 1/8 inch
 - 3. Size: 12 by 12 inches
 - 4. Product, Color, and Pattern: See Finish Schedule on sheet A603A.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Resilient floor transitions as necessary.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by flooring manufacturer.
 - 2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

- D. Float concrete slabs prior to VCT installation in areas identified on the plans or where the concrete floor slab is not level.

3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Coordinate with notes in the Finish Floor Plans showing the following: At areas where porcelain stair tiles meet adjacent flooring (such as VCT), float the floor below adjacent floor coverings such that the surface of both floor coverings are level with each other.
- D. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- E. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 TILE INSTALLATION

- A. General: Comply with tile manufacturer's written installation instructions.
- B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
 - 1. Lay tiles square with room axis, unless otherwise indicated.
- C. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles with grain running in one direction.
- D. Lay floor tiles patterns as indicated on the drawings.
- E. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, doorframes, thresholds, and nosings.
- F. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
 - 1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. General: Install resilient accessories according to manufacturer's written installation instructions.

- B. Place resilient accessories so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer strips at edges of flooring that would otherwise be exposed.

3.5 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products:
 - 1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
 - 3. Do not wash floor until after time period recommended by flooring manufacturer.
 - 4. Damp-mop floor to remove marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.
 - 1. Apply protective floor polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes, if recommended in writing by manufacturer.
 - a. Use commercially available product acceptable to flooring manufacturer.
 - 2. Cover products installed on floor surfaces with undyed, untreated building paper until inspection for Substantial Completion.
 - 3. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations.
 - 1. Before cleaning, strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer.
 - 2. After cleaning, reapply polish to floor surfaces to restore protective floor finish according to flooring manufacturer's written recommendations.
- D. Engage in post-installation flooring inspection with owner and architect, after a period of 1 month maintenance by the owner's maintenance staff. Identify areas where tile is cracked and where imperfections and debris below the tile are evident by visual inspection. Replace all tiles that are identified.

END OF SECTION 096519

SECTION 099000 - PAINTING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Exposed interior items and surfaces.
- B. Paint exposed surfaces, unless called for otherwise.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Architectural woodwork and casework.
 - b. Metal toilet enclosures.
 - c. Metal lockers.
 - d. Elevator entrance doors and frames.
 - e. Elevator equipment.
 - f. Light fixtures.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Pipe spaces.
 - d. Duct shafts.
 - e. Elevator shafts.
 - 3. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
 - 1. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Application instructions.
 - 3. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.6 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
 - 1. Quantity: Furnish the Owner with an additional 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.
 - 1. Benjamin Moore & Co. (Moore).
 - 2. Glidden Co. (The) (Glidden).
 - 3. ICI Dulux Paint Centers (ICI Dulux Paints).
 - 4. PPG Industries, Inc. (PPG).
 - 5. Sherwin-Williams Co. (S-W).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Provide colors to match existing in the remodel area.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Cementitious Materials: Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - 2. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - 3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 6. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 7. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer on metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.

- F. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.6 INTERIOR PAINT SCHEDULE

- A. Concrete Masonry Units: Provide the following finish system over interior concrete masonry block units scheduled to receive paint or a comparable one from one of the approved manufacturers.
 - 1. Semi-Gloss Finish — Water-Based Epoxy System
 - Primer:** Loxon Block Suracer, A24W200, <100 g/L VOC
 - 1st coat:** Pro Industrial Pre-Catalyzed Water-Based Epoxy Eg-Shel, K45 series, <150 g/L VOC
 - 2nd coat:** Pro Industrial Pre-Catalyzed Water-Based Epoxy Eg-Shel, K45 series, <150 g/L VOC
- B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces or a comparable one from one of the approved manufacturers:
 - 1. Semi-Gloss Finish - Water-Based Epoxy System
 - Primer:** ProMar 200 Zero VOC Primer, B28W2600, 0 g/L VOC
 - 1st coat:** Pro Industrial Pre-Catalyzed Water-Based Epoxy Semi-Gloss, K46 series, <150 g/L VOC
 - 2nd coat:** Pro Industrial Pre-Catalyzed Water-Based Epoxy Semi-Gloss, K46 series, <150 g/L VOC
- C. Non-Ferrous Metal & Ferrous Metal (Doors, Frames and Miscellaneous Metals): Provide the following finish systems over new, interior wood surfaces or a comparable one from one of the approved manufacturers:
 - 1. Semi-Gloss Finish
 - Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 series, <100 g/L VOC
 - 1st coat:** Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC
 - 2nd coat:** Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC

END OF SECTION

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SECTION 11 4000 - FOOD SERVICE EQUIPMENT**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK**

- A. The extent of Food Service Equipment is shown on the drawings and by schedules and equipment lists.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract documents, including General and Supplementary Conditions and Division 1- Specification sections apply to work of this section.
- B. Bidder is responsible for information and requirements located and identified on every part of the contract plans and specifications.
- C. Mechanical and Electrical Work: Refer to this project's specification sections Division 15 and Division 16, respectively, for mechanical and electrical services and connections for individual items of Food Service Equipment.
- D. See Division 21, 22, and 23 Sections for supply and exhaust fans; exhaust ductwork; service roughing-ins; drain traps; atmospheric vents; valves, pipes, and fittings; fire-extinguishing systems; and other materials required to complete foodservice equipment installation.
- E. See Division 23 Section "Commercial-Kitchen Hoods" for ventilation hoods.
- F. See Division 26 Sections for connections to fire-alarm systems, wiring, disconnect switches, and other electrical materials required to complete foodservice equipment installation.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Submit (1) complete electronic set, prior to ordering and/or fabrication, of manufacturer's or shop fabricator's product information and installation instructions for each item of Food Service Equipment.
- B. Shop Drawings: For fabricated equipment. Submit (1) complete electronic set of documents, prior to ordering and/or fabrication, of shop drawings showing layouts, elevations, sections and details of custom fabricated work (work not shown by manufacturer's standard product data sheets). Show plan layouts at 1/4" scale, elevations at 1/2" scale and details at 1 1/2" or larger scales, as required.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Coordination Drawings: For foodservice facilities. Submit (1) complete electronic set, prior to ordering and/or fabrication, of manufacturer's or shop fabricator's product information and installation instructions for each item of Food Service Equipment.
 - 1. Indicate locations of foodservice equipment and connections to utilities.
 - 2. Key equipment using same designations as indicated on Drawings.
 - 3. Include plans and elevations; clearance requirements for equipment access and maintenance; details of equipment supports; and utility service characteristics.

- E. Operation and maintenance data. Submit (1) complete electronic set and (3) three sets of bound maintenance manuals, operating instructions, spare parts list, precautions against hazards, manufacturer's warranties and similar information. Distribute an additional copy of installation and start-up instructions to the installer. Mark each data sheet or brochure with the project name and applicable project equipment number(s)
- F. Sample warranties.

1.4 QUALITY ASSURANCE

- A. NSF Standards: Provide equipment that bears NSF Certification Mark or UL Classification Mark certifying compliance with applicable NSF standards.
- B. BISSC Standards: Provide bakery equipment that complies with BISSC/Z50.2.
 - 1. Provide BISSC-certified equipment.
- C. UL Certification: Provide electric and fuel-burning equipment and components that are evaluated by UL for fire, electric shock, and casualty hazards according to applicable safety standards, and that are UL certified for compliance and labeled for intended use.
- D. Steam Equipment: Provide steam-generating and direct-steam heating equipment that is fabricated and labeled to comply with ASME Boiler and Pressure Vessel Code.
- E. Regulatory Requirements: Install equipment to comply with the following:
 - 1. ASHRAE 15, "Safety Code for Mechanical Refrigeration."
 - 2. NFPA 54, "National Fuel Gas Code."
 - 3. NFPA 70, "National Electrical Code."
 - 4. NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations."
- F. Seismic Restraints: Comply with SMACNA's "Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines," Appendix A, "Seismic Restraint Details," unless otherwise indicated.
- G. Pre-installation Conference: Conduct conference at General Contractor trailer at jobsite to coordinate with all trades involved in food service equipment implementation

1.5 WARRANTY

- A. Refrigeration Compressor Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace compressors that fail in materials or workmanship within specified warranty period.
 - 1. Failure includes, but is not limited to, inability to maintain set temperature.
 - 2. Warranty Period: One year from date of Substantial Completion.

1.6 PRODUCT HANDLING

- A. Protect metal finishes from damage during shipping, storage, handling, installation and construction of other work in the same space. Wrap and crate each item of equipment as needed for protection from damage. Covers exposed stainless steel surfaces with self-adhesive protective paper, of a type recommended by the metal manufacturer, and do not remove until work is installed and ready for cleaning and start-up.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Metals:

1. Stainless Steel (S/S): AISI Type 302/304, hardest workable temper, No. 4 directional polish.
2. Galvanized Steel Sheet (G.I.): ASTM A526, except ASTM A527 for extensive forming; ASTM A525, G90 zinc coating, chemical treatment. Where painted finish is indicated, provide mill-phosphatized treatment in lieu of chemical treatment.
3. Steel Sheet: ASTM A 569 hot-rolled carbon steel.
4. Galvanized Steel Pipe: ASTM A53 or ASTM A120, welded or seamless, schedule 40, galvanized.
5. Steel Structure Members: Hot rolled or cold formed, carbon steel unless stainless is indicated.
6. Galvanized Finish (G.I.): ASTM A123 hot-dipped zinc coating applied after fabrication.
7. Aluminum: ASTM B209/B221 sheet, plate and extrusions (as indicated); alloy, temper and finish as determined by manufacturer/fabricator, except 0.40-mil natural anodized finish on exposed work unless another finish is indicated.

B. Plastic Laminate:

1. NEMA LD3, Type 2, 0.051" thick, except Type 3, 0.042" for post-forming smooth (non-texture) white unless another texture and color is indicated or selected by Architect. Comply with NSF No. 35 where applicable.

C. Insulation:

1. Cooled Component Insulation: Rigid, closed-cell polyurethane foam; either heat-aged slab stock for adhesive lamination with face sheets, or foamed in place using Freon 11 as expanding agent; k-value of 0.15; not less than 1.7 lbs. Per cu ft. density.
2. Heated-Component Insulation: Rigid board, semi-rigid blanket or adhesive applied blanket of glass fiber or other mineral fiber insulation, certified by manufacturer to withstand long-term exposure to heat (temperature rating of each insulated equipment item) without deterioration. K-value of not more than 0.30; density of not less than 1.5 lbs. Per cu. Ft.

D. Joint Materials:

1. Sealant: 1-part or 2-part, polyurethane or silicone based, liquid elastomeric sealant, non-solvent release type, Shore A hardness of 30 except 45 if subject to traffic.
2. Backer Rod: Polyurethane rod stock, larger than joint width.
3. Gaskets: Solid or hollow (but not cellular) neoprene or polyvinyl chloride; light gray, minimum of 40 Shore A hardness, self-adhesive or prepared for either adhesive application or mechanical anchorage.

E. Paint and Coatings:

1. Provide the types of painting and coating materials which, after drying or curing are suitable for use in conjunction with foodservice, and which are durable, non-toxic, non-dusting, non-flaking, mildew resistant, and comply with governing regulations for Food Service.

F. Sound Deadening:

1. Heavy-bodied resinous coating, filled with granulated cork or other resilient material, compounded for permanent, non-flaking adhesion to metal in a 1/8" thick coating.
 - a. Galvanized Repair Paint: MIL-P-21035.
 - b. Pretreatment: SSPC-PT2 or PT3, or FT C490.
2. Primer Coating for Metal: FS TT-P-86 type suitable for baking where indicated.
3. Enamel for Metal: Synthetic types, FS TT-P-491, type suitable for baking where indicated.

2.2 FABRICATED PRODUCTS

A. Hardware:

1. General: Manufacturer's standard, but not less than ANSI 156.9 Type 2 (Institutional), satin finish stainless steel or dull chrome finish on brass, bronze or steel.
 - a. Cabinet Catches: Heavy-duty magnetic type, except as otherwise indicated.
 - b. Drawer Slides: Ball bearing type, side-mounting, self-closing, 250 lb. capacity.
 - c. Sliding Door Hardware: Overhead track with tandem nylon wheel hangers for door leaves over 5 sq. ft. area; roller less sanitary slides for smaller doors (comply with NSF standards).

B. Plumbing Fittings, Trim and Accessories:

1. General: Where exposed or semi-exposed, provide bright chrome-plated brass or polished stainless steel units. Provide copper or brass where not exposed.

C. Water Outlets:

1. Water Fill Devices: At sinks and at other locations where water is supplied (by manual, automatic or remote control), provide commercial quality faucets, valves, dispensers or fill devices, of the type and size indicated, and as required to operate as indicated.
2. Vacuum Breakers: Provide with Food Service Equipment where specified/required.
3. Waste Fittings: Except as otherwise indicated, provide 2" remote-lever waste valves, and 3.5" strainer basket. Integrate unit for direct connection with waste grinder where indicated.
4. P-Traps: Include removable P-traps where drains are indicated for direct connection to drainage system.

D. Electrical Materials:

1. General: Provide standard materials, devices and components as recommended by the manufacturer/fabricator, selected and installed in accordance with NEMA standards and recommendations; and as required for safe and efficient use and operation of the Food Service Equipment without objectionable noise, vibration and sanitation problems.
 - a. Controls and Signals: Provide recognized and commercial grade signals, "on-off" push button or switches, and other speed and temperature controls as required for operation, complete with pilot lights and permanent signs and graphics to assist the user of each item. Provide stainless steel cover plates at control and signal electrical boxes.

- b. Connections: Equip each item requiring electrical power with either a terminal box for permanent connection or cord-and-plug for interruptible connection as indicated. Provide standard ground-type plugs, matching outlets (specified in Division 15), light gray (plug and cord)
- c. Motors: Totally enclosed type, except drip-proof type where not exposed to a dust or moisture condition; ball bearings, except sleeve bearings and small timing motors; windings impregnated to resist moisture; horse-power and duty-cycle ratings as required for the service indicated.
- d. Power Characteristics: Refer to Division 16 specifications for project power characteristics. Also, refer to individual equipment requirements for loads and ratings.

2.3 FABRICATION OF METALWORK

A. General Fabrication Requirements:

- 1. Remove burrs from sheared edges of metalwork, ease the corners and smooth to eliminate cutting hazard. Bend sheets of metal at not less than the minimum radius required avoiding grain-separation in the metal. Maintain flat, smooth surfaces without damage to finish. Reinforce metal at locations of hardware, anchorage and accessory attachments, wherever metal is less than 14 gage or requires mortise application. Conceal reinforcements to the greatest extent possible. Weld in place on concealed faces.
- 2. Where fasteners are permitted, provide Phillips head, flat or oval head machine screws. Cap threads with acorn nuts unless fully concealed in inaccessible construction, and provide nuts and lock washers unless metal for tapping is at least 12 gauge. Match fastener head finish with finish of metal fastened.
- 3. Provide removable panels for access to mechanical and electrical service connections that are concealed behind or within foodservice equipment, but only where access is not possible and not indicated through other work.

B. Metal and Gauges:

- 1. Except as otherwise indicated, fabricate exposed metalwork of stainless steel; fabricate the following components from the gauge of metal indicated, and other components from not less than 20-gauge metal:
 - a. Table tops, Counter tops, Sinks, Drain-boards: 14 Gauge.
 - b. Shelves: 16 gauge, 18 gauge if less than 12" wide.
 - c. Front Drawer/Door Panels: 18 gauge (double-pan type).
 - d. Single-Pan Doors and Drawer Fronts: 16 gauge
 - e. Enclosed Base Cabinets: 18 gauge
 - f. Enclosed Wall Cabinets: 18 gauge
 - g. Exhaust Hoods: 18 gauge
 - h. Pan Type Inserts and Trays: 16 gauge
 - i. Skirts and Enclosure Panels: 18 gauge
 - j. Closure and Trim strips over 4" wide: 18 gauge
 - k. Hardware Reinforcement: 12 gauge
 - l. Gusset Plates: 10 gauge

C. Work-Surface Fabrication:

- 1. Fabricate metal work surfaces by forming and welding to provide seamless construction, using welding rods matching sheet metal, grinding and polishing. Where necessary for disassembly, provide waterproof gaskets draw-type joints with concealed bolting.

2. Reinforce work-surfaces 30" o.c. both ways with galvanized or stainless concealed structural members, reinforce edges which are not self-reinforced by formed edges.
3. Sound deaden underside of metal work-surfaces, including sinks and similar units, with a coating of sound deadening material. Hold coating back 3" from sanitary edges that are open for cleaning.

D. Structural Framing:

1. Except as otherwise indicated, provide framing of minimum 1"-pipe-size round pipe or tube members, with mitered and welded joints and gusset plates, ground smooth. Provide 14 gauge stainless steel tube joints for exposed framing and galvanized steel pips for concealed framing.
2. Where indicated, flange rear and end edges up to form splashes integrally with top, with vertical and horizontal corners coved on not less than $\frac{1}{4}$ " radius, die formed. Turn back splashes 1" to wall across top and ends with rounded edge on break unless otherwise specified.
3. For die-crimped edges, use inverted "V" $\frac{1}{2}$ " deep inside and 2" deep on outside, unless otherwise shown. For straight down flanges, make $1\frac{3}{4}$ " deep on outside. For bull nose edges, roll down $1\frac{3}{4}$ ".
 - a. Edges: die-formed, integral with top. For rounded corners, form to 1" radius, weld, and polish to original finish.

E. Field Joints:

1. For any field joint required because of size of fixture, butt-joint, reinforce on underside with angles of same material, bolt together with non-corrosive bolts and nuts, field weld, grind and polish.

F. Pipe Bases:

1. Construct pipe bases of 1-5/8" diameter 18 gauge stainless steel tubing. Fit legs with polished stainless steel sanitary adjustable bullet feet to provide for adjustment of approximately $1\frac{1}{2}$ " without exposing threads.
2. Space legs to provide ample support for tops, preclude any possibility of buckling or sagging and in no case more than 6'-0" centers.

G. Shelves:

1. Construct solid shelves under pipe base tables of 16 gauge stainless steel, with $1\frac{1}{2}$ " turned down and under edges, and 2" turn up at rear, against walls, welded to pipe legs.

H. Sinks:

1. Construct sinks of 14 gauge stainless steel No. 4 finish inside and outside. Form back, bottom, front, of one piece with ends, partitions, welded into place.
2. Partitions: double thickness, 1" minimum space between walls.
3. Cove interior vertical and horizontal corners of each tub not less than $\frac{1}{4}$ " radius, die formed. Outside ends of drain boards to have roll rim risers not less than $2\frac{1}{2}$ " high.
4. Drill faucet holes in splashes $2\frac{1}{2}$ " below top edge on 8" centers.
5. Weld sinks set into drain boards by $1\frac{1}{2}$ " x 14 gauge stainless steel angle brackets, securely welded to sinks and galvanized cross angles spot welded to underside of drain boards.
6. Sink Drains: Install in center of bottom of each sink bowl $1\frac{1}{2}$ " I.P.S. quick opening pop-up lever type drain approximately 4" high, with a $4\frac{1}{2}$ " flange with lugs, and fit with 3-1/8" stainless steel strainer plate.

7. Lever Handle: Of sufficient length to extend to front of sink, threaded at one end and fitted with tension spring. No riveting, screws or soldering permitted to fit drains to sinks, with all parts of drains easily removable for servicing and replacement.
8. Slope bottom of sink bowls toward outlet. Include chrome-plated tailpiece and trap.

I. Workmanship:

1. Best quality in the trade. Field verify dimensions, check measurements before fabricating; conform all items to dimensions of building; neatly fit around pipes, offsets and other obstructions.
2. Fabricate only in accordance with approved shop drawings, showing all pipes, obstructions to be built around, and location of Utility Requirements and services.
3. After the General Contractor has approved Shop Drawings, he is responsible for preventing additional obstructions being placed in way of kitchen equipment.
4. Where equipment is exposed to customer view, provide enclosure of service lines, operating components and mechanical and electrical devices.

J. Enclosures:

1. Provide enclosures, including panels, housings and skirts for service lines, operating components and mechanical and electrical devices associated with the Food Service Equipment, except as specifically indicated to be "open".

K. Shop Painting:

1. Clean and prepare metal surfaces to be painted; remove rust and dirt, apply treatment to zinc-coated surface that has not been mill-phosphatized. Coat welded and abraded areas of zinc-coated surfaces with galvanized repair paint. Apply 1.5 mil (dry film thickness) metal primer coating, followed by 2, 1.0 mil (dry film thickness) metal, enamel finish coatings. Bake primer and finish coatings in accordance with paint manufacturer's instructions for a baked enamel finish.

2.4 REFRIGERATION EQUIPMENT

- A. Provide either single or multiple compressor units, as recommended by the manufacturer for the sizes and variations between connected evaporator loads as indicated.
- B. Provide units of the capacities indicated, arranged to respond to multiple-evaporator thermostats and defrosting timers. Include coils, receivers, compressors, motors, motor starters, mounting bases, vibrations insulation units, fans, dryers, valves, piping, insulation, gauges, winter control equipment, high ambient control equipment, and complete automatic control system.
- C. Refrigerant: Pre-charge units with type or types recommended by manufacturer for services indicated, with quick disconnect type connections where specified, ready to receive refrigerant piping runs to evaporators and (where remote) to condensers.
- D. Provide air-cooled condensers, located with the compressors, complete with refrigerant piping installed at the factory. Locate exterior units as shown with weather housings and protective enclosures.
- E. The minimum outdoor operating ambient temperature for design of units is -10 degrees F. Maximum ambient condition for load on the air cooled condenser is 95 degrees F. with 75% relative humidity in basically still air, or units to be provided with high ambient temperature controls.

2.5 MISCELLANEOUS MATERIALS AND FABRICATION**A. Nameplate:**

1. Wherever possible, locate nameplates and labels on manufactured items in accessible position, but not within customer's normal view. Do not apply nameplates or labels on custom-fabricated work, except as required for compliance with governing regulations, insurance requirements or operator performance.

B. Manufactured Equipment Items:

1. Furnish items as scheduled or herein specified. Verify dimensions, spaces, rough in and service requirements and electrical characteristics before ordering. Provide all trim, accessories, and miscellaneous items for complete installation.

PART 3 - EXECUTION**3.1 INSPECTION AND PREPARATION**

- A. The installer of the Food Service Equipment must examine the rough in of mechanical and electrical services by others, and the conditions under which the work is to be done and must verify dimensions of the services and substrates before fabricating the work. Notification of unsatisfactory conditions for the proper installation of the Food Service Equipment must be made in writing to the General Contractor.
- B. Do not proceed with the fabrication and installation until unsatisfactory dimensions and conditions have been corrected in a manner acceptable to the installer.
- C. Bidder is to verify site conditions to allow for the physical installation of each piece of equipment. Any consideration or associated cost required allowing for the installation is to be the responsibility of the bidder.

3.2 INSTALLATION

- A. Water Connections: Install water connections and outlets at each item of equipment, with air gaps, vacuum breakers and similar provisions to comply with governing regulations, but not less than compliance with ANSI Standards A40.4 and A40.6.
- B. Gas burners: Install gas burning appliances, including gas vents if necessary, to comply with NFPA No. 54.
- C. Electrical Work: Assemble electrical components of equipment in accordance with applicable "Standards of Installation" by the National Electrical Contractors Association.
- D. Service Line and Equipment Connections: Refer to division 15 sections for piping connections and piping systems. Refer to division 16 sections for electrical work including equipment connections.

E. Jointing and Anchoring:

1. Set each items of non-mobile and non-portable equipment securely in place and level and adjust to correct height. Anchor to supporting substrate where indicated and where required for sustained operation and use without shifting or dislocation. Conceal anchorage wherever possible. Adjust counter tops and other work surfaces to a level tolerance of 1/6" (maximum offset, and plus-or-minus on dimensions, and maximum variation in 2'-0" run from level of indicated slope).
2. Complete field assemble joints in the work (joints which cannot be completed in the shop) by welding, bolting and gaskets, or similar methods as indicated. Grind welds smooth and restore finish. Set or trim flush, except for "T" gaskets as indicated.
3. Treat enclosed spaces (inaccessible after equipment installation) by covering horizontal surfaces with powdered borax at a rate of 4 oz. per sq. ft..
4. Install closure plates and strips where required, with joints coordinated with units of equipment.
5. Install sealant and gaskets all around each unit to make joints air tight, waterproof, vermin-proof, and sanitary for cleaning purposes.
6. In general, make sealed joints not less than 1/8" wide, and stuff with backer rod to shape sealant bead properly, at 1/4" depth.
7. Shape exposed surfaces of sealant slightly concave, with edges flush with faces of material joint.
8. At internal-corner joints, apply sealant or gasket to form a sanitary cove, of not less than 3/8" radius.
9. Provide sealant-filled or gasket joints up to 3/8" joint width; metal closure strips for wider joints, with sealant application each side of strips. Anchor gaskets mechanically or with adhesives to prevent displacement.

3.3 CLEANING:

- A. After completion of installation, and completion of other major work in Food Service areas, remove protective coverings, if any, and clean Food Service Equipment, internally and externally.
- B. Restore exposed and semi-exposed finishes to remove abrasions and other damages; polish exposed-metal surfaces; touch-up painted surfaces. Replace work that cannot be successfully restored.
- C. Remove and dispose off site any and all crating and packaging material.

3.4 TESTING AND START-UP:

- A. Delay the start-up of equipment until service lines have been tested, balanced, and adjusted for pressure, voltage and similar consideration; and until water and steam lines have been cleaned and treated for sanitation.
- B. Test each item of operational equipment to demonstrate that it is operating properly, and that controls and safety devices are functioning. Repair or replace equipment that is found to be defective in its operation, including units that are below capacity or operating with excessive noise or vibration.
- C. Final Cleaning: After testing and start-up, clean and sanitize the Food Service Equipment, and leave in a condition ready for use in food service.

3.5 INSTRUCTIONS AND TRAINING:

- A. Instruct the owner and any and all representatives of the owner in the proper operation and maintenance of each piece of operational equipment.

3.6 WARRANTY:

- A. Each item is to include a parts and labor warranty of no less than one year, and longer as standard to the manufacturer's warranty.

3.7 INSTALLATION SCHEDULE:

- A. Bidder is to review the projected construction schedule with the General Contractor prior to bidding and be able to accomplish the installation of the Food Service Equipment within the requirements of the project schedule.

3.8 BIDDING FORMAT:

- A. Bidder will provide a completed bid form for each section of work being bid, as per the General Conditions of this specification.
- B. The successful bidder will be required to submit an itemized list with individual costs for each piece of equipment included in the bid. Freight is to be included in the itemized cost for each item. Installation costs are to be itemized separately. A total amount is to be listed that includes all costs to complete the work.
- C. Change orders requested by the owner or required by job conditions to add to the equipment requirements are to be on a 'cost plus' basis. Bidder is to submit a proposal for a percentage amount that will be applied to equipment costs for all change orders.
- D. Change orders to delete equipment items will be directly related to the itemized costs breakdown provided.

3.9 DISCREPANCIES:

- A. Any discrepancies or errors located or identified in or between the specifications and plans are to be brought to the attention of the designer in writing prior to, or with the bid submittal. Any such item not identified which would cause the bid to increase, will be the responsibility of the bidder to correct.

3.10 ACCEPTABLE SUBSTITUTE MANUFACTURERS:

- A. The items listed are to be bid as specified. Manufacturers requesting to be approved as an equal substitute are to submit their request in writing to the Food Service Consultant for consideration at least (7) days prior to the bid date. Manufacturers will be considered approved and will be accepted as part of the bid only after being stated as such in writing in the form of an addendum and will be accepted only if they equally meet the specifications and standards of the specified manufacturer. A list of approved substitute manufacturers is to be submitted with the successful bidders itemized equipment list.
- B. The bidder is solely responsible to insure that the requirements of any alternate or approved equal manufacturer's piece of equipment provided by them, comply with the design intent of these documents including physical size, utility requirements and function.

3.11 EXCLUSIONS:

- A. The Owner reserves the right to exclude any and all items from the final contract.

PART 4 - ITEMIZED LIST OF EQUIPMENT

ITEM #K-01	STAINLESS STEEL SERVING COUNTER
Quantity:	(1) each
Manufacturer:	Custom Fabricated
Model Number:	Custom
Dimensions:	24'-0"W x 3'-0"D x 34"H.
Utilities:	None
Accessories:	<ul style="list-style-type: none"> A) Finished all sides. B) Solid stainless steel top as per plan and detail. C) Unit includes: <ul style="list-style-type: none"> Install (2) Hot Food Warmer, item #K-3, into unit as per plans and details. D) Provide apron and bottom shelf with turned up back at Hot Food Warmers, item #K-03. Provide bottom and intermediate shelf with turned up back at other locations, as per plans details. E) Install controls in apron panel in front of Food Warmer, item #K-3. F) Adjustable bullet feet. G) Removable stainless steel base plate attached to counter feet at front and sides. H) Extend stainless steel top over serving counter low wall as per as per plans and details. I) Provide finished stainless steel back panel across width of counter.
Installation Notes:	<ul style="list-style-type: none"> A) Set and level as per plan. B) Mount Food Guard, item #K-2, to unit as per plan and details. C) Build-in drop-in Hot Food Warmers, item #K-3, as per plans and details.
ITEM #K-02	FOOD GUARD SERVING SHELF
Quantity:	(2) each
Manufacturer:	BSI
Model Number:	ZGuard #ZG9500
Dimensions:	9'-6"W x 1'-11"H. (1) 4'-6"W and (2) 2'-6"W. Verify with field measurements.
Utility Requirements:	None
Accessories:	<ul style="list-style-type: none"> A) Three section adjustable front food shields in stainless steel finish at Serving Counter, item #K-01, as per plans and details. B) Stainless steel under-counter heavy-duty flange supports mounted through counter top to base counter structure. C) 1" Radius corners, 3/8" Tempered Glass
Installation Instructions:	<ul style="list-style-type: none"> A) Build onto Service Counters, item #K-01.

ITEM #K-03

HOT FOOD WELLS: TWO SECTION

- Quantity: (2) each
Manufacturer: Hatco
Model Number: #HWBI-S2MA
Dimensions: 46"W x 16"D x 10"H
Utilities:
A) 1" indirect drain to floor sink.
B) 208/60/3, 10.1 Amp.
C) 1/2" back flow prevented hot water
Accessories:
A) Drain manifold with one exit to left and one exit to the right as per the plan. Provide with quarter turn ball valve **in easily accessible location at the front face of the back of the counter.**
B) Individual thermostat controls.
C) Wet or dry operation per compartment.
D) Mount controls to back apron of Counter, item #K-01.
E) Auto fill with rollover to each adjacent compartment
Installation Notes:
A) Build into Service Counter, item #K-01, as per plan.
B) Install utilizing the ribbon putty gasket provided with the item as per manufacturer's requirements.
C) Apply silicone only if required by the Health Department. If required, apply as a very fine mini bead.
D) Install to counter utilizing the EZ Cam Lock squeezing the ribbon putty gasket into place.

ITEM #K-04

STAINLESS STEEL WATER SHROUD CHANNEL

- Quantity: (1) each
Manufacturer: Custom Fabricated
Model Number: Custom
Dimensions: 2"W x 2"D x 7'-0" (Verify with ceiling height.
Utilities: None
Accessories:
A) Finished all sides.
B) Stainless steel "U" channel mounted to wall with stainless steel "U" channel to be placed over wall channel and secured to wall channel.
C) Provide 90 degree turn at bottom to run water feed into counter base.
D) Top to be open and extend through ceiling with finished flange at penetration.
Installation Notes:
A) Mount at wall and opening of serving counter as per plan and elevation.
B) Mount wall channel to allow Plumber Contractor to install the water line and then mount top cover. Coordinate requirements of Plumbing Contractor.

ITEM #K-05

STAINLESS STEEL ELECTRICAL SHROUD CHANNEL

- Quantity: (1) each
Manufacturer: Custom Fabricated
Model Number: Custom
Dimensions: 2"W x 2"D x 7'-0" (Verify with ceiling height.
Utilities: None
Accessories: A) Finished all sides.
B) Stainless steel "U" channel mounted to wall with stainless steel "U" channel to be placed over wall channel and secured to wall channel.
C) Provide 90 degree turn at bottom to run electrical conduit into counter base.
D) Top to be open and extend through ceiling with finished flange at penetration.
- Installation Notes: A) Mount at wall and opening of serving counter as per plan and elevation.
B) Mount wall channel to allow Electrical Contractor to install the water line and then mount top cover. Coordinate requirements of Electrical Contractor.

END OF SECTION 114000

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SECTION 22 0000 - PLUMBING

1.0 GENERAL

1.1 SCOPE OF WORK

- A. Piping diagrams are schematic and indicate preferred pipe routing. It is the intent that the installation be complete. Where fixtures are not shown connected to any required services, they shall be connected properly and completely. Connect all fixtures to various services, i.e., hot water, cold water, waste, and vent, etc., as required.
- B. The work shall include furnishing of all materials and labor required for the job as described, together with all accessories and trim implied or required to finish the work, and generally as follows:
 - 1. Installation of condensate lines.
 - 2. Plumbing fixtures and piping.
 - 3. Sanitary sewer and vent lines.
 - 4. Domestic water piping.
 - 5. Kitchen equipment connections.

1.2 STANDARDS

- A. Plumbing installation shall be made in accordance with the 2015 IPC, State Plumbing Code, City Code, and all other governing codes.
- B. In the event drawings violate the codes as being locally enforced, the contractor shall base his estimate on the enforced code requirements.

1.3 DISINFECTING

- A. After flushing the mains, introduce a water and chlorine solution concentrated to 300 PPM to disinfect the system and oxidize piping contaminants. Retain treated water and chlorine for a period of not less than three hours or more than six hours before final flushing out of system.
- B. All valves should be opened periodically during the process and the residual chlorine checked to ensure that at least 50 percent of the initial concentration is present to complete the disinfection. If there is less than 50 percent, the valves should be allowed to drain water until the 50 percent or greater level is obtained. A make-up chlorine solution of a concentration equal to the initial concentration must be added as needed during the withdrawal of the spent solution.
- C. A warning sign shall be conspicuously posted at each water outlet and faucet during the disinfecting process to prevent occupants from drinking the water.

- D. Flushing: Following disinfection, all treated water shall be flushed from the system through its extremities. Flushing shall continue until samples show that the quality of the water delivered is comparable with the quality of the public water supply and satisfactory to the public health authority having jurisdiction. Flushing shall be repeated if samples taken daily over a period of three days show the water quality is not being maintained. Samples shall be taken only from taps located and installed in such a manner that they will not contribute any contamination. Samples shall not be drawn from hydrants or through unsterilized hose. Test samples shall be certified by a recognized and approved testing laboratory, and a certificate of acceptability shall be submitted.
- E. Written certification of the disinfecting process and purity of water samples shall be forwarded to the Owner's representative.

1.4 VERIFICATION OF GRADE

- A. The contractor shall verify with the site utilities contractor the connection of water, and waste piping systems to the mains, and shall verify the actual job site elevation and location prior to the installation of the building footings.

2.0 PRODUCTS

2.1 CLEANOUTS

- A. Approved cleanouts shall be installed in the base of each vertical drainage line, and in the horizontal line at each change in direction. In addition, there shall be cleanouts spaced at a maximum of 50' in all horizontal lines. All cleanouts shall be extended to accessible surfaces. All cleanouts to grade shall be capable of cleaning in both directions.

2.2 WATER HAMMER

- A. Provide and install stainless steel bellows type shock absorbers in the ends of all multiple fixture water lines and in piping ahead of snap-acting automatic valves.
- B. Absorbers shall be sized and located in compliance with manufacturer's recommendations for the specific application. Absorbers shall be Zurn, Wade, or Smith.
- C. Absorbers shall not be installed in inaccessible areas. Extend piping to accessible locations.

2.3 FLASHINGS

- A. All pipes passing thru the roof shall be neatly flashed. Flashing shall be provided under Division 7.

2.4 FIXTURE STOPS

- A. All stops for plumbing fixtures shall be McDonald 1/4 turn ball valves.

2.5 PLUMBING FIXTURES

- A. This contractor shall furnish and install all fixtures shown on the architectural or mechanical drawings or specified hereinafter, clean and adjust all fixtures and replace any damaged fixtures at the contractor's expense.

PLUMBING FIXTURES

- | | | |
|------|-------------|---|
| FS-1 | Floor Sink: | Zurn ZN-1900-2" sanitor floor sink with 12" x 12" square top, full removable grate with center opening. N.B. dome, sani-coated exterior, acid resistant enamel interior, and Z-100 deep seal trap. Sink shall be complete with full grate, 3/4 grate, 1/2 grate, etc. as necessary to match application. Sink to be installed flush with floor. |
|------|-------------|---|

2.6 LEAD PANS AND WATERPROOF MEMBRANES

- A. Care should be taken not to clog weep holes. All pans will be tested by placing test plug in drain and filling with water overnight.

2.7 CONDENSATE DRAIN

- A. All refrigerated air conditioning and/or cold storage cases which have cooling coil condensate drip pans with pipe connections shall be piped to the nearest drain by this contractor.
- B. Pipe location and routing shall be approved by the owner's representative.
- C. Piping shall be the same size as the drain pan connection, and shall be trapped to prevent forced air flow thru the pipe.

2.8 VACUUM BREAKERS, DOUBLE CHECK VALVE ASSEMBLIES, & BACKFLOW PREVENTERS

- A. Vacuum breakers and backflow preventers shall comply with requirements of the Utah State Plumbing Code for the actual installed duty.
- B. Vacuum breakers and backflow preventers shall be of the type, style, and arrangement approved by the Code.
- C. All vacuum breakers and backflow preventers shall be installed with the necessary isolation valves and test cocks.
- D. Backflow preventers shall be located at a maximum of 4' - 0" A.F.F. and shall be accessible for service. Backflow preventers shall have a water filter with a replaceable cartridge.

2.9 KITCHEN EQUIPMENT

- A. The plumbing contractor shall rough-in and make final connection to all kitchen equipment as noted on the drawings and/or as required by the equipment and manufacturer for a complete and operable installation.
- B. Data shown on the drawings is for design equipment. This contractor will, prior to construction, be issued a kitchen equipment booklet of equipment actually being installed, and all rough-in and connection data shall be taken from this booklet.
- C. This contractor shall provide all necessary valves, stops, unions, piping, etc. for a complete installation.
- D. The refrigeration system for the kitchen refrigerator and freezer will be provided by the kitchen equipment supplier.
- E. The plumbing contractor shall review the kitchen equipment drawings and specifications for miscellaneous items which are to be furnished and/or installed under plumbing division of the work.
- F. All kitchen equipment drains shall be type 'M' copper.

3.0 EXECUTION

3.1 PRODUCT HANDLING

A. Protection:

Use all means necessary to protect plumbing materials before, during, and after installation and to protect the installed work and materials of all other trades.

B. Replacements:

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

3.2 TESTING

- A. Furnish all required personnel and equipment and make all tests required to receive the approval of the Owner and all agencies having jurisdiction.

3.3 CLEANING UP

- A. Prior to acceptance of the building, thoroughly clean all exposed portions of the plumbing installation, removing all labels and all traces of foreign substance, using only a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

3.4 WATER PIPING INSTALLATION

- A. General: Water piping shall be complete from service connection to all fixtures and equipment outlets. Sizes of pipes shall be as shown or specified.
- B. Reaming: Ends of pipes and tubes shall be reamed before being made up.
- C. Threaded Joints: Threaded joints shall be made up metal-to-metal, with a noncorrosive lubricant applied to the male thread only. Lampwick or other packing material shall not be used in making up threaded joints.
- D. Chromium Plated Piping: Chromium plated piping shall be threaded and made up carefully, and not more than one full turn of thread shall be exposed beyond any fittings.
- E. Long Screws and Bushings: Long screws and bushings (other than bushings cast in the sand) shall not be used on water piping.
- F. Soldering: Ends of tubing and recesses of fittings to be soldered shall be thoroughly cleaned. Joints shall be assembled without binding. Solder shall penetrate fully and shall fill the joint completely. Joints shall be made using lead-free solder, as specified.
- G. Joint Materials: All joint materials shall be free from oil, tar, and greasy substances, and shall be dry when placed in the joint. The material shall be handled with care to prevent contamination.
- H. Copper Tubing: All copper tubing shall be free from cuts, dents or other surface damage at the time of final inspection. Damaged tubing shall be removed and replaced with new.
- I. Copper Tube Anchoring: Horizontal runs of copper tubing over 50 feet in length shall be anchored to wall or floor construction. Anchors shall be located near the midpoints of the runs so as to force the expansion equally to the ends or in a direction where expansion can take place without excessive strain.
- J. Swing Joints, Offsets, and Expansion Joints: Swing joints, offsets, and expansion joints shall be provided where necessary to accommodate expansion of piping, which will be approximately two inches in 100 feet of copper hot water piping.
- K. Dielectric Couplings: Where non-ferrous metal piping and zinc-coated metal piping are joined, brass couplings, fittings or unions shall be provided.
- L. Reducing Fittings: Where pipe sizes shown or specified differ from the connection sizes of meters, pumps, fixtures, outlets, and the like, reducing fittings shall be installed close to them.
- M. Pipe Branches: Branches from water supply mains shall be taken from the top, bottom or side, using crossover fittings where required by structural or operating conditions.

- N. Upfeed Hot Water Return: On upfeed hot water distribution systems for which return circulation piping is shown, a 1/2" circulation connection shall be made at a point on each riser just below the highest outlet connection. Provide branch circulation lines with gate valves near the valves on corresponding supply lines.
- O. Downfeed Hot Water Supply: Each downfeed main for a hot water supply system shall be graded upward to the first branch connection, which shall be taken from the top of the main. Beyond the first connection the main shall grade downward, and all branch connections shall be taken from the bottom of the main. Connect a 1/2-inch circulating line to the bottom of each downfeed riser. Provide branch circulating lines with gate valves in locations corresponding to the supply branch valve locations.
- P. Grading: Hot water supply and hot water circulating lines shall be accurately and uniformly graded to avoid traps which might impede or destroy circulation. All lines shall be graded so as to facilitate drainage.
- Q. Unions: Unions shall be installed near points of connection to each piece of equipment, and elsewhere as required for installation of piping, removal and replacement of regulating and control equipment and the like. Right and left couplings or nipples are prohibited.
- R. Water Hammer Arresters: Water hammer arresters shall be provided where indicated on the drawings. Water hammer arresters shall be approved and installed in accordance with the requirements of PDI-WH201 and shall bear the PDI seal of approval.
- S. Roughing: Roughing shall be provided for equipment furnished under other sections of the specifications.
- T. Where future extensions are indicated on the drawings, roughing shall extend to within the space to be served, and shall be valved and capped or plugged.
- U. All drain piping exposed in kitchen shall be DWV copper.

END OF SECTION

SECTION 22 0700 - INSULATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. It is the intent of this section of the specifications that all hot (above 105 deg. F.) and cold (below 55 deg. F) surfaces of all piping and mechanical system components be insulated, unless specifically excluded herein.
- B. Systems to be insulated:
 - 1. Culinary hot water piping systems
- C. The providing of all materials, supplies, equipment, tools, transportation, and facilities and performing all labor and service necessary to provide the work outlined above and as shown on the working drawings.

PART 2 - PRODUCTS

2.1 COMPLIANCE

- A. All insulation shall (as a minimum) conform to the requirements of the building code and have a flame spread rating of less than 25 and smoke developed less than 50.
- B. Insulation shall be as manufactured by Johns-Manville, Owens-Corning, Knauf, Armstrong, or Certainteed.

2.2 DOMESTIC HOT WATER PIPING

- A. All piping shall be insulated with 2-piece heavy density pipe insulation having an average thermal resistivity in the range of 4.0 to 4.6 Hr Deg. F. Ft²/BTU per inch of thickness on a flat surface at a mean temperature of 75 deg. F. Thickness of insulation shall be as follows:

MINIMUM PIPE INSULATION

INSULATION THICKNESS IN INCHES FOR PIPE SIZES**

PIPING SYSTEM TYPES	FLUID TEMP. RANGE, F	RUN-OUTS 2"	1" & LESS	1-1/4" TO 2"	2-1/2" TO 4"	5" TO 6"	8" +
DOMESTIC HOT WATER							
Hot supply	120/200	1	1	1	1	2	2

* Runouts not exceeding 12 feet in length to individual terminal units.

** For piping exposed to outdoor air, increase thickness by 1/2".

- B. Pipe insulation shall be covered with an all-service jacket.
- C. In exposed areas, and under new serving counter all new piping and fittings shall be covered with a white PVC jacket.
- D. Pipe Insulation & vapor barrier shall be run continuous thru all wall and floors.

PART 3 - EXECUTION**3.1 GENERAL**

- A. The contractor shall provide a complete installation which is neat in appearance and functional.
- B. Remove all excess materials and packaging from job site.
- C. All insulation shall be continuous thru wall and ceiling openings and thru sleeves.
- D. All terminations of insulation ends shall be tapered and covered with finishing cement.
- E. In exposed areas, and under new serving counter all new piping and fittings shall be covered with a white PVC jacket.
- F. Vapor barrier wrap shall be sealed tight and not penetrated by the hanger or shield.

3.2 INSULATION WORKMANSHIP

- A. All insulation shall be applied by specialists experienced in the field, and shall be neat in appearance. Neatness in appearance shall be equated to proper insulation application procedures, and sloppy workmanship will not be tolerated. Work which is deemed unacceptable shall be condemned, removed, and replaced at the contractor's expense.
- B. Protect floors, valve handle, accessories, etc., to keep paste off areas not being insulated.

- C. Splitting of longitudinal sections on flexible foam pipe insulation will not be permitted.
- D. Do not install insulation on pipes which require heat taping without coordinating with mechanical contractor.

3.3 CLEAN-UP

- A. The piping shall be cleaned and tested prior to installation of insulation.
- B. Fittings shall be cleaned after insulation is installed.

END OF SECTION

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SECTION 23 0100 - GENERAL PROVISIONS

PART 1 - GENERAL PROVISIONS

1.1 GENERAL CONDITIONS

- A. The contractor shall carefully read the General Conditions of the Contract and all information to bidders which, with the following specifications for plumbing systems are a part of the Contract.

1.2 BASIC BID

- A. Shall include all labor and materials specified in this division. The term "furnish" and/or "install" or similar implication shall mean "furnish and install complete."

1.3 SCOPE OF WORK

- A. The work to be done under this section includes the furnishing of all labor, materials, equipment, controls and accessories required to complete all plumbing, drainage, and other systems as shown on plans and/or described in these specifications, including miscellaneous items required to provide a complete and functional facility.
- B. Work shall include, but shall not be necessarily limited to, the following:
 - 1. Testing
 - 2. Insulation systems
 - 3. Plumbing systems
 - 4. Plumbing fixtures
- C. The mechanical contractor shall provide all miscellaneous electrical work and control wiring for special systems where the wiring requirements are provided by the equipment manufacturers and/or suppliers, unless all of the required wiring is clearly shown on the electrical drawings to be provided by the electrical contractor.

1.4 CODES AND ORDINANCES

- A. All work shall be installed in accordance with the city, state, and local plumbing codes, and all other codes, ordinances, and regulations which govern the type of work covered by these specifications.
- B. Should the drawings conflict with the code, the code shall govern the proper installation of the work, and no extra charge shall be made for such change.
- C. Should the contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards, or utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Where the work required by the drawings and specifications exceeds the minimum code requirements, the work shall be done as shown or specified.

- E. NOTE: Code compliance, or similar terminology, shall be interpreted to mean "the interpretation of the code as enforced by the local building authority".

1.5 DRAWINGS AND SPECIFICATIONS

- A. These specifications are intended to cover all labor, material, and standards of mechanical workmanship to be employed in the work shown on the drawings, called for in these specifications, or reasonably implied by terms of same. The drawings and specifications are intended to supplement one another, and any part of the work that may be mentioned in the one and not represented in the other shall be done the same as if it had been mentioned or represented in both.
- B. Large scale drawings shall take precedence over layouts and small scale details.
- C. The mechanical drawings are schematic in nature, and show the general arrangement of all piping, ductwork, mechanical equipment, and appurtenances. They shall be followed as closely as the actual building construction and the work of other trades will permit.
- D. ACAD or Revit drawing files will not be provided to contractor for use. PDF's of sheets may be provided by request for coordination purposes.
- E. Due to tight structural conditions and space limitations in selected areas the contractor should anticipate structural and space conflicts, and shall make allowances for them in his bid. Until the steel fabrication shop drawings are submitted for review, the mechanical coordination cannot be completed.
- F. The architectural and structural drawings shall be considered part of the mechanical work insofar as these drawings furnish this Division with information relating to design and construction of the building. Architectural and structural drawings take precedence over the general building layouts and details shown on the mechanical drawings.
- G. The structural engineer and architect shall approve all attachments to or modifications of any structural members in the building required for installation of the mechanical systems.
- H. Because of the small scale of the mechanical drawings, it is not possible to indicate all offsets, fittings, and accessories which will actually be required. This contractor shall investigate the structural and finish conditions affecting the work and provide all necessary offsets, fittings, valves, trim, and accessories required to meet actual job-site conditions.
1. Dimensions -
Verify dimensions governing mechanical work at the building. No extra compensation shall be claimed or allowed on account of differences between the actual job-site dimensions and those indicated on the drawings.
 2. Adjoining work -
Examine all adjoining work on which the mechanical work is dependent and report any work which must be corrected. No waiver of responsibility shall be claimed or allowed due to failure to report unfavorable conditions affecting the mechanical work.

1.6 INTERPRETATION OF DRAWINGS AND DOCUMENTS

- A. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the drawings or specifications, he may submit to the Owner's representative, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addenda duly issued, and a copy of such addenda will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. All questions shall be submitted at least seven days in advance of bidding.
- B. The Owner's representative will interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise, and his decisions will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, the contractor shall refer the matter to the Owner's representative for adjustment before proceeding with the work. Should the contractor proceed with the work without so referring the matter, he does so on his own responsibility.

1.7 WORKMANSHIP

- A. Workmanship shall be the best quality of its kind for the respective industries, trades, crafts, and practices, and shall be acceptable in every respect to the Owner's representative.

1.8 SUBSTITUTIONS

- A. See Special Conditions pertaining to Substitutions.
- B. Requests for prior approval must be submitted to owner's representative a minimum of five working days prior to bid date.

1.9 FEES & PERMITS

- A. This contractor shall obtain all necessary permits and pay all fees required in connection with the work.
- B. Requirements of the local utility companies shall apply at the time of bidding. Contractor shall have checked with the local utility companies, and shall determine from them all valves, boxes, meter boxes, and meters which they will require to be installed, and shall figure cost of same in his bid. Utility connection fees will be paid by the Canyons School District.
- C. Division 22 & 23 contractor shall be responsible for fees, permits, and scheduling of the state boiler inspector for all required items.
- D. Site utility contractor shall provide water meter and meter box as required by local water department.

1.10 SITE INSPECTION AND EXAMINATION OF DRAWINGS

- A. The contractor shall carefully study all drawings and specifications pertaining to the work. If any of the work as laid out, indicated, or specified is contrary to or conflicts with any governing ordinances or regulations, the same shall be reported to the Owner's representative before submitting a bid. The Owner's representative will then issue instructions as to procedure.
- B. The contractor shall carefully examine the building site and compare the drawings with existing conditions. By the act of submitting a bid, the contractor shall be deemed to have made such examination, to have accepted such conditions, and to have made allowance therefore in preparing his bid.

1.11 VERIFICATION OF DIMENSIONS & INVERT ELEVATIONS

- A. Before proceeding with any work, the contractor shall carefully check and verify all dimensions, invert elevations, sizes, etc., and shall assume full responsibility for the rigging and fitting-in of his ductwork, piping, and equipment. Where apparatus and equipment has been indicated on the drawings, dimensions have been taken from typical equipment of the class indicated. The contractor shall carefully check the drawings to see that the equipment he is required to install will fit into the spaces provided, and will allow for proper maintenance and service of the equipment.

1.12 COORDINATION

- A. This contractor shall coordinate his work with other specification divisions and shall provide all necessary specialty items, trim, and incidental 115 volt and 24 volt power and control wiring (which is not shown or specified under other divisions) required to provide a complete functional acceptable system.
- B. The Division 22 & 23 contractor shall coordinate his work such that all slots and openings through floors, walls, ceilings, and roofs are properly located and shall do any cutting and patching caused by neglecting to do so.
 - 1. Furnish sleeves, inserts, supports, and equipment that are to be installed by others in sufficient time to be incorporated into the construction as the work proceeds.
 - 2. It is the responsibility of Division 22 & 23 to located these items and see that they are properly installed.
- C. The locations of all piping, apparatus, and equipment indicated on the drawings are approximate only, and shall be changed as required to meet the actual architectural and structural conditions at the job site. All changes shall be approved by the Owner's representative. Any change in work which has not been installed shall be made by the contractor without additional compensation, except changes which are caused by architectural and structural changes which substantially increase the size of any of the mains, or which substantially increase the number of fixtures or length of pipe runs. Any and all changes shall be made only upon approval of a written change order.
 - 1. Right of way - Lines which pitch shall have the right of way over those which do not pitch. For example, plumbing drains shall normally have right of way. Lines whose elevations cannot be changed shall have right of way over lines whose elevations can be changed.

2. Offsets, transitions, and changes in direction in pipes and ducts shall be made as required to avoid conflicts with building footings and foundations or other buried ducts or utilities, and to maintain proper head room and pitch of sloping lines whether or not indicated on the drawings. Furnish and install all traps, air vents, sanitary vents, and devices as required to effect these offsets, transitions and changes in direction.
 - D. It shall be each contractor's responsibility to verify exact location, elevation, and/or route of the various mechanical system components with architectural details and with Owner's representative's personnel on job.
 - E. Where deviations from locations and/or arrangements described are necessary to meet actual job conditions, the changes shall be made without cost to the Owner.
 - F. The Owner's representative reserves the right to make any reasonable change in location of any outlet, piping, or equipment, before installation, without additional cost.
- 1.13 PROVISIONS FOR REMOVAL & ADEQUATE CLEARANCE
- A. Arrange pipes and equipment to permit ready access to filters, valves, etc. and to clear the openings of swinging doors and access panels.
- 1.14 RECORD DRAWINGS
- A. The contractor shall maintain one set of record drawings. These prints shall show the location, elevations and details of all items of work installed under this contract. Buried piping shall be located by dimensions from foundation walls and depths of bury shall be indicated. These shall be marked in red. The completed set of record drawings must be submitted to the Owner's representative before the contractor is eligible to receive the final payment. An up-to-date record set of drawings shall be maintained during the progress of the project, and be available to the Owner's representative upon request.
- 1.15 COORDINATION DRAWINGS
- A. The contractor shall provide coordination drawings, when requested by the Owner's representative, to insure that the various mechanical system components are coordinated with each other, and with other building systems.
 - B. The coordination drawings shall be drawn to scale (usually 1/4" = 1'-0") and shall show all systems as they relate to each other, especially in areas of potential conflict.
 - C. Footing and foundation coordination drawings shall be prepared showing the exact location, depth, and slope of all buried piping to be installed. These coordination drawings shall include all sand and grease interceptors, drains in depressed slab areas, and all necessary buried water piping.
 - D. This set of foundation coordination drawings shall be maintained in the construction trailer and shall be marked up daily to indicate exact location and elevation of all buried piping and conduit systems.
 - E. Coordination drawings shall be professionally drafted and shall be clear and concise in their presentation and clarity.

- F. All coordination drawings shall be prepared in digital format on AutoCad 2019. Material shall be submitted in both printed and CD form.
- G. All ductwork and piping attachments to the building structure shall be detailed, and shall be coordinated with the Owner's representative.

1.16 COOPERATION WITH OTHERS

- A. The contractor shall so organize the work that progress will harmonize with the work of all trades, so that all work may proceed as expeditiously as possible. The contractor shall be held responsible for any delays which might be caused by his negligence or failure to cooperate with other contractors or crafts.

1.17 FOREMAN

- A. A full-time foreman shall be designated by the contractor to the Owner's representative and shall be available on site for consultation. This individual, when appointed, will not be replaced without prior approval from the Owner's representative. The foreman shall be responsible for the coordination and correct placing of the work.

1.18 GUARANTEE

- A. By the acceptance of the contract award for the work herein described, the contractor assumes the full responsibility imposed by the guarantee as set forth herein and should protect himself through proper guarantee from equipment and specialty manufacturers and subcontractors as their interests may appear.
- B. All materials and equipment provided and installed under this division of the specifications shall be guaranteed for a period of one (1) year from the date of substantial completion and acceptance by the Owner, unless specifically noted elsewhere in the specification. Should any trouble develop during this period due to defective materials or workmanship, the contractor agrees to correct the trouble without any cost to the Owner, any defect noticed at the time of installation and/or during the guarantee period shall be corrected immediately to the satisfaction of the Owner.

1.19 SCHEDULES, MATERIALS AND EQUIPMENT

- A. As soon as practicable, and within 30 days after date of award of contract, and before commencement of work, a complete schedule of equipment and materials proposed for installation shall be submitted to the Owner's representative. The schedule shall include catalogs, cuts, drawings, and such other descriptive data or samples that are requested by the Owner's representative. Schedules shall include all items of equipment used. No partial submittals will be accepted.
- B. Provide six (6) corrected copies of each required shop drawing or similar submittal to the Owner's representative for review, approval, and return of two (2) copies. DO NOT SUBMIT without general contractor's signed stamp, indicating the general contractor has reviewed the submittal for completeness and conformance to the Contract Documents.

- C. Inform the Owner's representative by notation, or in the letter of transmittal, of any proposed deviation from the requirements of the Contract Documents.
- D. Provide required shop drawings or other submittals within time stipulated on approved progress schedule.
- E. Do not commence work requiring a shop drawing or other submittal until approval of the required submittal has been received. Such approval will be based upon a review only for conformance with the design concept of the project and with the information given in the Contract Documents, and does not relieve the contractor from responsibility for errors or omissions in the shop drawings.
- F. Schedules shall be neatly bound in hard-backed looseleaf binders. Schedules shall be completely indexed, and shall include the following items:
 - 1. Valves
 - 2. Piping systems
 - 3. Pipe supports & restraints
 - 4. Plumbing fixtures
 - 5. Insulation systems
 - 6. Other schedule items
- G. Submittals received which do not contain all of the above items will be returned unchecked.
- H. Purpose and Contractor's Responsibility:

The purpose of the final submittal is to "assist the contractor selecting the equipment." The contractor shall review the submittals prior to submission to the Owner's representative to make sure that the submittals are complete in all details including the following items:

 - 1. Manufacturers' names shall be mentioned in specifications as accepted by Owner at time of bidding.
 - 2. Equipment dimensions shall be verified to fit the spaces provided with sufficient clearances, as may be required by the equipment or indicated on the drawings.
 - 3. Equipment shall be reviewed with respect to schedules, specifications, plans and details.
 - 4. Equipment submittal sheets shall be clearly marked indicating equipment symbol and exact selection of proposed equipment.
- I. Review:

Review and acceptance of submittal does not relieve the contractor of his responsibility to fulfill the contract requirements. Review and acceptance of the submittal will not be used as a means of changing the contract requirements. Items not covered in the accepted submittal, or items incorrectly covered but not recognized or identified, shall not be used when contrary to the requirements of the contract documents.
- J. Acceptance of Substitute Equipment:

If the proposed installation is approved, this contractor shall make all incidental changes in piping, ductwork, supports, installation, wiring, heaters, panel boards, and as otherwise necessary. Provide any additional motors, valves, controllers, fittings, and other additional equipment required for the proper operation of the system resulting from the contractor's selection of alternate equipment, including all required changes in the effected trades.

K. Owner's Refusal Right:

In the event that items submitted are substitutions for specified items and are found to be not acceptable, the right shall be reserved to require the specified items.

1.20 OPERATING INSTRUCTIONS AND CATALOG INFORMATION

- A. This prime Division 23 contractor shall compile in looseleaf binders catalogs of every product used by him and subcontractors in the completion of the work. The binders shall also include copies of the test data (Section 230501), balancing reports (Section 230593), and system commissioning data (Section 230800). Before final acceptance by the Owner's representative, he shall turn over to the Owner this compilation of catalog data. A double index shall be provided, one giving an alphabetical list of products for which catalogs are included, and one giving their addresses, whose products are included in the work. Provide data for each item of equipment listed in SCHEDULES, MATERIALS & EQUIPMENT, as shown in Section 230100. Provide copy of submittal data. All products shall be assembled by Division.
- B. Four (4) copies shall be delivered to the Owner's representative for his approval.
- C. Provide warranty schedule and schedule of overload protection as required in Section 230800.
- D. Manuals not in compliance will not be reviewed and will be rejected.
- E. Binders shall be white vinyl with see-thru front and end panels identified as follows: CD shall be identified in similar manner.

CAFETERIA FRONT LINE UPGRADE
VARIOUS ELEMENTARY SCHOOLS
CANYONS SCHOOL DISTRICT
OPERATING & MAINTENANCE MANUAL
2019
SET #

PART 2 - PRODUCTS

2.1 MATERIALS, EQUIPMENT AND ACCESSORIES

- A. Unless otherwise specified, all equipment, accessories, and materials shall be new and undamaged, and the workmanship shall be of the best quality for the use intended and shall be acceptable to the Owner's Representative.
- B. Equipment, accessories, and materials shall be essentially the standard products of the manufacturer, or as specified herein. Where two or more units of the same class of new equipment are required, these units shall be products of a single manufacturer.
- C. Should mechanical equipment other than that used in the design be furnished, it shall be the responsibility of the mechanical subcontractor to provide large scale (1/2" = 1'-0") installation drawings, as required, showing service and maintenance points with proper clearance allowances for service.

- D. All equipment shall be selected to deliver full rated capacity at the job site elevation.

PART 3 - EXECUTION

3.1 FUNCTIONING AND OPERATION OF EQUIPMENT

A. Contractor's Responsibility:

Installation and startup shall be so made that its several component parts will function together as a workable system, and shall be left with all equipment properly adjusted and in working order.

3.2 CLEANING AND PATCHING BY MECHANICAL CONTRACTOR

- A. The contractor shall remove all stains or grease marks on walls, floors, glass, hardware, fixtures, or elsewhere, caused by his workman or for which he is responsible. He shall remove all stickers on plumbing fixtures, do all required patching up and repair all work of others damaged by this division of the work, and leave the premises in a clean and orderly condition.

3.3 PROTECTION AGAINST THE ELEMENTS

- A. The contractor shall, at all times, take reasonable and adequate precautions to protect his work and all stored materials and equipment from damage by the elements, including flooding, windstorms, etc., and shall not expose the work of any other contractor to such damage.
- B. In addition to requirements specified in Division 01, stored material shall be readily accessible for inspection by the Owner's representative until installed.
- C. All items subject to moisture damage, such as controls, shall be stored in dry, heated spaces.
- D. Protect all bearings during installation, and thoroughly grease steel shafts to prevent corrosion.

3.4 REMOVAL OF DEBRIS, ETC.

- A. Upon completion of this division of the work, remove all surplus material and rubbish resulting from the work, and leave the premises in a clean and orderly condition.

3.5 SAFETY REGULATION

- A. The contractor shall comply with all local and OSHA safety requirements in performance with this work. (See General Conditions). This contractor shall be required to provide equipment, supervision, construction, procedures, and all other necessary items to assure safety to life and property.

END OF SECTION

SECTION 23 0501 - TESTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work outlined in this section shall be performed by the several trades involved.
- B. The mechanical contractor shall provide all supervision, labor, materials, tools, scaffolding, and equipment required to complete all system testing.
- C. The mechanical contractor shall remove and repair any defective component as indicated by the system tests and retest.
- D. The mechanical contractor shall test the operation of all safety and high limit controls to insure proper installation and operation. Any defective devices shall be replaced.

1.2 TESTS AND ADJUSTMENTS

- A. Before any piping is covered, tests shall be made in the presence of the Owner's Representative, and any leaks or defective work corrected. No caulking of threaded work will be permitted.
- B. Before application of insulation covering, and as far as practical before concealing any piping, all piping shall be hydrostatically tested and proved tight.
- C. Stubs shall be capped and all control valves shall be removed during the test.
- D. System may be tested in sections, providing connections to last section tested are included in each succeeding test.
- E. Following minimum pressures shall be used for testing:
 - 1. Domestic hot water piping at 150 psig for six hours.
 - 2. Plumbing waste and vent piping at 10 ft. head for six hours.

1.3 All valves and equipment which may be damaged shall not be subjected to the test pressure.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. The contractor shall furnish all necessary gauges, plugs, test fans, pumps, etc., as required to conduct the tests.

2.2 REPORTS

- A. The contractor shall give the Owner's Representative one week notice prior to performing the tests. All tests shall be recorded and copies of reports bound in the O & M manuals and given to the Owner.

PART 3 - EXECUTION

3.1 PROCEDURE

- A. The contractor shall be responsible to conduct all tests in a safe manner, protecting the work of other trades from water or physical damage.
- B. The tests, as indicated, shall be in addition to any test, as required, by any governing agency. Submit all approved tests, as required, by any governing agency to the Owner's representative.
- C. Each test and any necessary repairs and retest shall be performed by the contractor which installed the system.
- D. Upon completion, a test shall demonstrate that the culinary hot water system is circulating, that all traps are properly vented, that there is an ample supply of hot and cold water to fixtures, that no fixture or equipment can be back siphoned, and that there are no back-flow connections.

END OF SECTION

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SECTION 23 0900 - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the basic materials and methods to be used in Division 21, 22, 23 & 25 work.

1.2 MATERIALS & EQUIPMENT

- A. All materials shall be new and undamaged. Protect all stored materials and equipment from damage by the elements, including exposure to excessive heat, flooding and rain, windstorms, etc.
- B. All materials and equipment shall be installed in strict compliance with the manufacturer's recommendations.

1.3 CUTTING AND PATCHING

- A. Any cutting, patching, or filling necessary for the proper execution of this work, except as noted on drawings, shall be done by this contractor.
- B. No rough or unsightly work will be allowed. Cutting of structural members shall be done only on approval of the Owner's representative.
- C. The attention of the contractor is directed to the requirements of running pipes thru concrete slabs, walls, and beams. These conditions are to be anticipated and sleeves installed as provided for under "Sleeves".

1.4 INSERTS

- A. Furnish and set, in all necessary locations, before or during construction, unistrut inserts for use in connection with the support and seismic restraint of piping, ductwork, and equipment furnished under this division of the work.

1.5 SLEEVES

- A. Sleeves for Concrete or Masonry Surfaces:
 - 1. For pipes passing thru masonry or concrete construction, provide sleeves at least two pipe sizes larger than the pipe passing thru and made from sections of steel pipe.**
- B. Provide galvanized iron sleeves with collar on each side of wall for all ducts passing thru masonry or concrete construction.
- C. Provide 22 gauge sheet metal collars on each side of wall for all ducts passing thru gypsum wall construction or similar construction.
- D. Sleeves shall be placed in structural members only where approved by the Owner's representative.

- E. Sleeves through foundation walls below grade shall be mechanical seal type with watertight sealing grommets and pressure rings. Sealing grommets shall be non-melting at temperatures incurred. Foundation wall sleeves shall be "O.Z. Type WSK".

- F. Sleeves thru Finished Surfaces:

For pipes passing thru finished partitions or ceilings, provide galvanized sheet iron sleeves of suitable size. The sleeves shall be fastened to construction to prevent creep along pipe and the sleeve ends shall be flush with finished surfaces. Provide escutcheon plates at each side of finish wall or floor or ceiling for all pipes passing thru same.

- 1. Sleeves thru Fire-rated Surfaces:

All pipe sleeves and ductwork penetrating fire walls and surfaces shall be packed inside after pipes and/or ducts have been placed with a U.L. listed fire safing system. Contractor shall submit to the Owner's representative for review and approval specific installation diagrams showing exact method(s) to be used.

- 2. Sleeves thru Sound Rated Surfaces:

All pipe sleeves and ductwork penetrating sound rated walls or surfaces shall be packed with dense fiberglass, sealed with duct sealer and fitted with metal cover flanges on both sides.

- 3. Sleeves thru Floors:

Sleeves thru floors above grade shall extend 1" above the floor and shall be sealed watertight with waterproof silicone caulking.

- G. **All penetrations must be sleeved or core drilled/cut. Hammer drill is not an acceptable means.**

1.6 PIPE LOCATION AND ARRANGEMENT:

- A. No water supply piping inside the building shall be placed in direct contact with the earth. Buried water piping shall be placed in split tile or PVC pipe below the 4" of gravel to keep pipe from direct contact with ground.
- B. Unless otherwise noted on the drawings, all water piping shall be kept out of concrete floor slabs.
- C. All piping shall be properly racked and supported to run straight and true.
- D. All changes in direction shall be made with approved fittings. Pipes shall not be bent to change direction.
- E. All piping shall be racked and run to facilitate maintenance work. Under no circumstances shall valves, shock absorbers, drip traps, or piping specialties be installed in a "closed space" without proper access provided for future maintenance. See "Access Doors" section of specifications.
- F. NOTE: All piping shall be capped or plugged at the end of each work shift and when not being extended, to prevent the entry of rocks and debris.
- G. Any time lines are broken or disconnected, they shall be capped immediately after flushing to remove rock and debris from pipes. If rocks or other foreign materials are found in the system after it has been closed, the contractor shall stand the expense of their removal.

- H. All valves, piping, and equipment to be installed so as to permit disassembly for maintenance purposes.

1.7 PIPE JOINING

- A. All piping must be perfectly clean before the system is filled.
- B. Copper Piping in Domestic Water Service: Piping shall be cut (with a pipe cutter) so ends are square and will "bottom" in fittings. There must be no gaps left thru which solder can run into the line. If a hack saw must be used, it shall be guided with a miter box to insure a square, even cut. Tubing shall be reamed to remove burrs, being careful not to expand tubing while reaming.
- C. The outside of the copper pipe and the inside of the fittings, where solder will be applied, shall be burnished with fine crocus cloth or fittings brushes until all dirt and oxide is removed.
- D. A light coat of soldering flux shall be applied to both pipe and fittings. Acid flux shall not be used.
- E. Joints in copper pipe shall be uniformly heated to proper soldering temperature to insure that solder will flow to all parts of the joint. The solder shall be fed to the joint until a uniform line of solder appears around the pipe at the end of the fittings.
- F. Copper piping used in domestic water service shall be joined with 'Stay-Safe-50' or 'Silvabrite-100' no lead solder.
- G. When valves are being installed in copper piping, the non-metallic parts shall be removed to prevent the heat of soldering from damaging the valves. No heat shall be applied near where an excessive temperature may cause damage.

1.9 PIPE GRADING

- A. Piping shall be uniformly graded in direction of flow as noted below:

PIPING	FALL/RISE	DIRECTION	PER/RUN
Water	1"	Up	40'
Waste - 4" & smaller	1"	Down	4'
Vent	1"	Up	4'

PART 2 - PRODUCTS

2.1 PIPING SYSTEMS

- A. All piping shall be in accordance with the American Society for Testing and Materials, ASTM A-53. No foreign made piping or connectors will be accepted in this construction.
- B. Culinary hot water above grade shall be Type "L" copper with soldered wrought copper fittings. Pull-T type fittings on copper piping are not allowed.

- D. All buried waste and vent piping below slabs shall be standard weight DWV schedule 40, solid core PVC ASTM F 1488 piping.
- E. Waste and vent piping above grade shall be standard weight cast iron pipe with no-hub, tyseal, M-G, or A.B.I. 'Best' gasketed fittings for sizes 2" and larger; and galvanized Schedule 40 with tarred Durham drainage fittings for 1-1/2".
- F. All cast iron pipe and fittings, above ground, shall bear the collective trademark of the Cast Iron Soil Pipe Institute, or have prior approval of the engineer.
- G. NOTE: All exposed piping, fittings, valves, and trim in kitchen area shall be chrome plated.
- H. **Kitchen area - All exposed drain piping shall be DWV copper.**

2.2 HANGERS AND SUPPORTS

- A. Vertical Piping:
Attachment - Vertical piping shall be secured at sufficiently close intervals to keep the pipe in alignment and to carry the weight of the pipe and contents. Stacks shall be supported at their bases, and if over two (2) stories in height at each floor by approved metal floor clamps.
- B. Cast iron soil pipe shall be supported at not less than each story height and at its base.
- C. Copper tubing shall be supported at each story for piping one and one-half (1-1/2) inches in diameter and at not more than six (6) foot intervals for piping one and one-quarter (1-1/4) inches in diameter and smaller. Piping shall be wrapped with three wraps of vinyl tape to isolate pipe from ferrous pipe supports.
- D. Horizontal Piping:
Under no circumstances shall piping be supported from the metal roof deck.
- E. It is essential that all piping be supported from top chord of roof structure at joist panel point locations. Coordinate with structural requirements.
- F. Supports - Horizontal piping shall be supported at sufficiently close intervals to keep it in alignment and prevent sagging.
- G. Cast Iron Soil Pipe - Where joints occur, soil pipe shall be supported at not more than 5-foot intervals, except that where 10-foot pipe lengths are used, supports at 10-foot intervals are acceptable. Supports shall be placed within eighteen (18) inches of the hub or joint. No-hub joints and fittings shall be restrained with rods and clamps per manufacturer's recommendations.
- H. Screwed pipe (IPS) shall be supported at approximately 12-foot intervals.
- I. Copper tubing shall be supported at approximately 6-foot intervals for piping one and one-half inches and smaller in diameter and at 10-foot intervals for piping two inches and larger in diameter.
- J. Piping placed underground shall be laid on a firm bed for its entire length.
- K. Hangers shall be Grinnell Figure 260 for both bare and insulated pipe.

- L. Insulation inserts and shields for cold surface piping will be provided under Section 220700 of these specifications.
- M. Plumbers' tape, chain, or wire will not be permitted for pipe support.

2.3 VALVES AND STRAINERS

- A. All valves and strainers shall be by one manufacturer. Approved valve manufacturers are Crane, Stockham, W. C. Norris, Grinnell, or Powell. Crane numbers are used for convenience.
- B. Check Valves:
Valves 1-1/2" and smaller shall be Crane No. 37, bronze, screwed, Y-pattern 200# WOG swing check valve. Valves 2" and larger shall be Crane No. 373.
- C. Ball Valves:
For hot domestic water service: Valves 2" and smaller shall be Crane No. 2190H bronze, screwed, 200# WOG, Gem ball valve with Buna-N rubber capsule. Watts B6000 or Apollo 70-100.

2.4 BACKFLOW PREVENTERS

- A. Backflow preventers shall comply with requirements of the State Plumbing Code as to type, style, size, location, and arrangement for the actual installed duty.
- B. Where backflow preventers are installed which release water thru the valve to the atmosphere, these units shall be provided with drip pans which collect the free water. The drip pans shall be piped to the nearest drain.
- C. All backflow preventers shall be installed with all necessary isolation valves and test cocks.

2.5 UNIONS

- A. Ground joint unions shall be installed on pipe 2-1/2" and under where indicated on drawings. Whenever piping is connected to a major piece of apparatus, unions shall be provided as near as practical on each side of the apparatus.

2.7 ISOLATION FITTINGS

- A. Approved isolation fittings shall be installed at the junction of all copper and steel piping to prevent electrolytic action. Fittings shall be as manufactured by Walter Vallett Co., Corrosion Services, or approved equal.

2.8 VALVE TAGGING

- A. All valves shall be designated by distinguishing numbers and letters on required charts and diagrams. The contractor shall furnish and install approved brass tags for all designated items, which numbers and letters on the tags corresponding to those on the charts and diagrams.
- B. Brass tags shall be not less than 1-1/2" diameter with depressed black filled numbers not less than 1/2" high and black filled letters not less than 1/4" high. Tags shall be securely fastened to valves with approved brass "S" hooks, or brass jack chain, in a manner to permit easy reading. Zips ties are not acceptable. Do not attach to valve wheel. Brass tags shall be as manufactured by Seton Name Plate Company, New Haven, Connecticut, or approved equal.

- C. Each valve shall have an identifying number identifying the unit. Standard identifications may be used for identifying type of service or fluid in pipe. The contractor shall submit his system of identification to the Owner's representative for approval prior to ordering. Any work done without this approval is done at the contractor's risk.
- D. Charts of all valves shall be furnished to the Owner's representative by the contractor.
- E. Identify all valves. A sample identification shall be as follows:

VALVE IDENTIFICATION CHART

NUMBER	DESCRIPTION	LOCATION	NORMAL POSITION
1.	Cold Water Supply to Water Heater	Mech. Room #121	Open
2.	Cold Water Supply to Hose	Room #13	Open
3.	Cold Water Supply to Equip. in Room #12	Room #18	Open
4.	Hot Water Supply to Toilet Room #212	Chase #210	Open
5.	Air Vents - Cooling Coil #12 (2 required)	Fan Room 3122	Closed
6.	Heating Hot Water Balancing Valve (Southwest Zone)	Above Ceiling Room #412	Marked On Valve

- F. The above room numbers shall be the room numbers actually used.

2.9 PAINTING

- A. Coding, Pipe Identification & Painting:
- B. All pipes are to be labeled and color coded with contents clearly identified and arrows indicating direction of flow. Pipes shall be identified at the following locations:
 - 1. Adjacent to each valve.
 - 2. At every point of entry and exit where piping passes thru wall or floor.
 - 3. Every 50 feet on long continuous lines.
 - 4. On each riser and junction.
 - 5. Adjacent to all special fittings or devices (regulating valves, etc.)
 - 6. Connection to equipment.
- C. Apply markers so they can be read from floor.
- D. Labels and markers shall be of the self-sticking, all temperature permanent type as manufactured by W. H. Brady Co., 727 West Glendale Avenue, Milwaukee, Wisconsin, or Seton Name Plate Corp., 592 Boulevard, New Haven, Connecticut.
- E. Pipe color coding shall be uniform throughout.

- F. Background colors shall be as follows:
- | | |
|--------------|--|
| Yellow: | Dangerous Materials (natural gas condensate, etc.) |
| Bright Blue: | Protective Materials (filtered water) |
| Green: | Safe Materials (chilled water, cold water, instrument air, sanitary sewer, etc.) |
- G. Letters of identification legend shall be 2" high for pipes 3" and larger, and 1" high for pipes 2-1/2" and under.
- H. Markers shall be installed in strict accordance with the manufacturer's instructions.
- I. On chalky and loose insulation, soft, porous, fiber-filled or fiberglass coverings, a spiral wrap of pipe banding tape shall be made around the circumference of the pipe. Sufficient spiral wraps shall be made to accommodate the horizontal dimension of the pipe marker.
- J. On bare pipes, painted pipes, and pipes insulated with a firm covering, pipe banding tape matching the background color of the marker shall be used for 360 deg. color coding. After applying pipe markers, wrap pipe banding tape around pipe at each end of marker. Tape should cover 1/4" to 1/2" of each end of marker, and should overlap approximately 1/2" to 1" on itself. Be sure pipe surface is dry and free of dirt or grease before applying markers or banding tape.
- K. Stenciling may be used in lieu of the above labels and markers if finished application gives the same overall appearance, that is that stenciling is applied over a background color. If stenciling is used, letter heights, background colors, banding, and arrow shall be as specified above. Submit sample to Owner's representative before proceeding with work.
- L. Plastic Marking Tape:
Provide and install a continuous plastic tape over the top of all underground utilities. Tape shall be placed 1/2 way between finished grade and top of utility line.
- M. Plastic marking tape for underground utilities shall be acid and alkali-resistant Polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Tape color shall be as specified in Table 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1 - TAPE COLOR

Yellow	Gas, Oil, Dangerous Materials
Blue	Water systems
Green	Sewer Systems

N. Ceiling Markers:

Use stick on ceiling markers on all accessible ceiling grid to indicate location of VAV boxes, valves, and dampers.

Color code as follows:

Yellow	HVAC
Green	Plumbing
Blue	Air
White	Duct valves
Orange	Electrical devices
Red	Fire

PART 3 - EXECUTION**3.1 COORDINATION**

- A. All equipment and piping shall be arranged to allow for easy maintenance and access to service valves.
- B. Provide valves and unions or flanges at all pieces of equipment to allow maintenance.

3.2 TESTING

- A. All piping shall be tested in accordance with Section 230501 prior to applying insulation or concealing in partitions, wall, etc.

3.3 ACCESS

- A. All valves and equipment shall be located to allow easy access for inspection, service and maintenance, test and balance, and operation. If valves are installed in inaccessible locations it shall be this contractor's responsibility to furnish and install access doors of a type approved by the owner's representative.
- B. Locate piping, valves, etc., to allow easy access to and maintenance of equipment. Do not block walkways, filter access, maintenance access, or tube-pull space in equipment rooms.

3.4 INSTALLATION OF ABOVE GROUND PIPING

- A. Provide piping systems of sizes indicated on the drawings. Systems shall be installed complete.
- B. All installed pipe lines shall be straight, free from dents, scars and burrs, with ends reamed smooth and shall remain straight against strains tending to cause distortion during system operation. The Contractor shall make proper allowance for pipe line expansion and contraction so that no unsightly distortion, noise, damage or improper operation will occur.
- C. Piping shall be run in a neat and efficient manner and shall be neatly organized. Piping shall be run parallel or at right angles to the building walls or construction. The Contractor shall study the general, electrical, and other drawings to eliminate conflict of piping with structure, sheet metal, lighting, or other services. Unless specified otherwise, no piping shall be exposed in a finished room, all changes in direction shall be made with fittings.

- D. All piping shall be clean and free from acids and loose dirt when installed.
- E. Temporary pipe plugs of rags, wool, cottons, waste or similar materials shall not be used.
- F. All piping shall be so arranged to not interfere with removal of other equipment or devices and shall not block access openings, etc.
- G. Piping shall be arranged to facilitate equipment maintenance.
- H. Flanges or unions shall be provided in the piping at connections to all items of equipment.
- I. All piping shall be so installed to insure noiseless circulation.
- Q. All valves and specialties shall be so placed to permit easy operation and access, and all valves shall be regulated and adjusted at the completion of the work.

3.5 VALVE INSTALLATION

- A. After piping system has been tested and put into service, but before final testing, adjusting and balance, inspect each valve for possible leak. Open and close each valve to verify proper operation.

3.6 INSTALLATION OF UNDERGROUND PIPING

- A. Coordinate the routing and location of all underground piping with building footings. See structural drawings.
- B. Outside pipe placed underground shall be buried deep enough to protect against freezing.
- C. Depth of bury of services shall be:

	Minimum	Preferred
Sewer	48"	48"

- D. Services shall be buried at the "preferred" depth unless site conditions require the "minimum" depth as listed above.
- E. Handling: Pipe and accessories shall be handled so as to insure delivery to the trench in sound, undamaged condition. Particular care shall be taken not to injure the pipe coating. If the coating or lining of any pipe or fitting is damaged, the repair shall be made by the Contractor at his expense in a satisfactory manner. No other pipe or material of any kind shall be placed inside a pipe or fitting after the coating has been applied. Pipe shall be carried into position and not dragged. Use of pinch bars and tongs for aligning or turning pipe will be permitted only on the bare ends of the pipe. The interior of pipe and accessories shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved method. Before installation, the pipe shall be inspected for defects. Material found to be defective before or after laying shall be replaced with sound material without additional expense to the owner. Rubber gaskets that are not to be installed immediately shall be stored in a cool dark place.
- F. Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise recommended by the manufacturer and authorized by the Contractor Officer, cutting shall be done with an approved type mechanical cutter. Wheel cutters shall be used when practicable.

- G. Copper tubing shall be cut square and all burrs shall be removed.
- H. Locating: Where the location of the water pipe is not clearly defined by dimensions on the drawings, the water pipe shall not be laid closer horizontally than 10 feet from a sewer except where the bottom of the water pipe will be at least 12 inches above the top of the sewer pipe, in which case the water pipe shall not be laid closer horizontally than 6 feet from the sewer. Where water lines cross under gravity-flow sewer lines, the sewer pipe for a distance of at least 10 feet each side of the crossing shall be fully encased in concrete or shall be made of pressure pipe with no joint located within 3 feet horizontally of the crossing. Water lines shall, in all cases, cross above sewage force mains or inverted siphons and shall be not less than 2 feet above the sewer main. Joints in the sewer main, closer horizontally than 3 feet to the crossing, shall be encased in concrete.
- I. Water lines shall not be laid in the same trench with sewer lines, gas lines, fuel lines, or electric wiring.
- J. Copper tubing shall not be installed in the same trench with ferrous piping materials.
- K. Nonferrous metallic pipe: Where nonferrous metallic pipe, e.g., copper tubing, crosses any ferrous piping material, a minimum vertical separation of 12 inches must be maintained between pipes.
- L. Pipe shall be protected during handling against impact shocks and free fall and the pipe interior shall be free of extraneous material.
- O. Before making pipe joints, all surfaces of the portions of the pipe to be joined shall be clean and dry. Lubricants, primers, and adhesives shall be used as recommended by the pipe manufacturer. The joints in gravity drain lines shall then be placed, fitted, joined, and adjusted so as to obtain the degree of water tightness required.

END OF SECTION

SECTION 26 0500 - ELECTRICAL GENERAL PROVISIONS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Architectural, Structural, Mechanical and other applicable documents are considered a part of the electrical documents insofar as they apply as if referred to in full.

1.2 DESCRIPTION OF WORK:

- A. The extent of electrical work is indicated on drawings and/or specified in Divisions 26 sections of the specification. Provide all labor, materials, equipment, supervision and service necessary for a complete electrical system. Work includes, but is not necessarily limited to, the following items.

<u>ITEM</u>	<u>SECTION</u>
1. Electrical General Provisions	26 0500
2. Electrical Connections for Equipment	26 0507
3. Conductors and Cables	26 0519
4. Grounding	26 0526
5. Supporting Devices	26 0529
6. Conduit Raceway	26 0532
7. Electrical Boxes and Fittings	26 0533
8. Demolition	26 4119

- B. Use of standard industry symbols together with the special symbols, notes, and instructions indicated on the drawings describe the work, materials, apparatus and systems required as a portion of this work.
- C. Visit the site during the bidding period to determine existing conditions affecting electrical and other work. All costs arising from site conditions and/or preparation shall be included in the base bid. No additional charges will be allowed due to inadequate site inspection.

1.3 DEFINITION OF TERMS

- A. The following terms used in Divisions 26 documents are defined as follows:
 - 1. "Provide": Means furnish, install and connect, unless otherwise indicated.
 - 2. "Furnish": Means purchase and deliver to project site.
 - 3. "Install": Means to physically install the items in-place.
 - 4. "Connect": Means make final electrical connections for a complete operating piece of equipment.

1.4 RELATED SECTIONS:

- A. Consult all other sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete installation.
- B. General and Supplementary Conditions: Drawings and general provisions of contract and Division 1 of the Specifications, apply to all Division 26 sections.
- C. Miscellaneous Metal Work:
 - 1. Provide fittings, brackets, backing, supports, rods, welding and pipe as required for support and bracing of raceways, lighting fixtures, panelboards, distribution boards, switchboards, motor controls centers, etc. See Division 5, Metals for material and installation requirements.
- D. Miscellaneous Lumber and Framing Work:
 - 1. Provide wood grounds, nailers, blocking, fasteners, and anchorage for support of electrical materials and equipment. See Division 6, Rough Carpentry for material and installation requirements.
- E. Moisture Protection:
 - 1. Provide membrane clamps, sheet metal flashing, counter flashing, caulking and sealants as required for waterproofing of conduit penetrations and sealing penetrations in or through fire walls, floors and ceiling slabs and foundation walls. All penetrations through vapor barriers at slabs on grade shall be taped and made vaportight. See Division 7, Thermal and Moisture Protection for material and installation requirements.
- F. Access panels and doors:
 - 1. Provide in walls, ceiling, and floors for access to electrical devices and equipment. See Division 8, Doors and Windows for material and installation requirements.
- G. Painting:
 - 1. Provide surface preparation, priming and finish coating as required for electrical cabinets, exposed conduit, pull and junction boxes, poles, surface metal raceways, etc. See Division 9, Finishes for material and installation requirements.

1.5 WORK FURNISHED AND INSTALLED UNDER ANOTHER SECTION REQUIRING CONNECTIONS UNDER THIS SECTION:

- A. Provide electrical service, make requisite connections and perform operational test. Items furnished and installed under other sections and connected under this section, include but are not limited to the following:
 - 1. Kitchen equipment including ovens, fryers, mixers, disposers, dishwashers, etc.

1.6 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

- A. Before bidding, Contractor shall familiarize himself with the drawings, specifications and project site. Submit requests for clarification to Architect/Engineer in writing prior to issuance of final addendum. After signing the contract, the Contractor shall meet the intent, purpose, and function of the Contract Documents. Any costs of materials, labor and equipment arising therefrom, to make each system complete and operable, is the responsibility of the Contractor.

1.7 QUALITY ASSURANCE:

- A. Reference to codes, standards, specifications and recommendations of technical societies, trade organizations and governmental agencies refers to the latest edition of such publications adopted and published prior to submittal of the bid proposed, unless noted otherwise herein. Such codes or standards are considered a part of this specification as though fully repeated herein.
- B. When codes, standards, regulations, etc. allow work of lesser quality or extent than is specified under this Division, nothing in said codes shall be construed or inferred as reducing the quality, requirements or extent of the Drawings and Specifications. Perform work in accordance with applicable requirements of all governing codes, rules and regulations including the following minimum standards, whether statutory or not:
1. National Electric Code (NEC).
 2. International Building Code (IBC).
 3. International Fire Code (IFC).
 4. International Mechanical Code (IMC).
- C. Standards: Comply with the following standards where applicable for equipment and materials specified under this Division.
- | | | |
|----|-------|--|
| 1. | UL | Underwriters' Laboratories |
| 2. | ASTM | American Society for Testing Materials |
| 3. | CBN | Certified Ballast Manufacturers |
| 4. | IPCEA | Insulated Power Cable Engineers Association |
| 5. | NEMA | National Electrical Manufacturer's Association |
| 6. | ANSI | American National Standards Institute |
| 7. | ETL | Electrical Testing Laboratories |
- D. All electrical apparatus furnished under this Section shall conform to (NEMA) standards and the NEC and bear the Underwriters' Laboratories (UL) label where such label is applicable.
- E. Comply with requirements of State and Local Ordinances. If a conflict occurs between these requirements and the Contract Documents, the most stringent requirements shall govern. The Contractor accepts this responsibility upon submitting his bid, and no extra charge will be allowed after the contract is awarded. This shall not be construed as relieving the Contractor from complying with any requirements of the Contract Documents which may be in excess of the aforementioned requirements, and not

contrary to same.

- F. Obtain all permits, inspections, etc. required by authority having jurisdiction. Include all fees in bid. Furnish a certificate of approval to the Owner's Representative from the Inspection Authority at completion of the work.
- G. Employ only qualified craftsmen with at least three years of experience. Workmanship shall be neat, have a good mechanical appearance and conform to best electrical construction practices. Provide a competent superintendent to direct the work at all times. Any person found incompetent shall be discharged from the project and replaced by satisfactory personnel.
- H. Contractor shall have a current state contracting license applicable to type of work to be performed under this contract.

1.8 RECORD DRAWINGS:

- A. Maintain, on a daily basis, a complete set of "Record Drawings", reflecting an accurate record of work in accordance with the following:
 - 1. Show the complete routing and location of all feeders rated 100 amps and larger. Locate work buried below grade or under slab, work concealed above ceilings, and work in concealed spaces, dimensionally from fixed structural elements (not partition walls, etc.)
 - 2. Show the complete routing and location of all telecommunications conduits, systems raceways, and empty raceways, 1-1/4" and larger. Locate work buried below grade or under slab, work concealed above ceilings, and work in concealed spaces, dimensionally from fixed structural elements (not partition walls, etc.).
 - 3. Show all changes, deviations, addendum items, change orders, job instructions, etc., which change the work from that shown on the contract documents, including wall relocations, fixtures and device changes, branch circuiting changes, etc. Where locations of boxes, raceways, equipment, etc. are adjusted in the field to fit conditions, but such new locations may not be obvious by referring to the contract document, show new locations on the record drawings.
- B. At the discretion of the Architect/Engineer, the drawings will be reviewed on a periodic basis and used as a pre-requisite for progress payments. This requirement shall not be construed as authorization for the Contractor to make changes in the layout, or work without written authorization for such changes. The "Record Drawings" for daily recording shall consist of a set of blue line prints of the Contract Drawings.
- C. Upon completion of the work, purchase a complete set of electronic drawings. Transfer all "Record" information from the blue line prints to the drawings via the current CAD program in which it was written. The Architect/Engineer shall review the drawings and the Contractor shall incorporate the resulting comments into the final record drawings. The Contractor shall make two complete copies of the drawings electronically and forward this to the Engineer.
- D. Certify the "Record Drawings" for correctness by placing and signing the following certifications of the first sheet of the drawings:

1. "CERTIFIED CORRECT (3/8" high letters)

(Name of General Contractor)

By _____ Date

(Name of Electrical Contractor)

By _____ Date

1.9 GUARANTEE:

- A. Ensure that electrical system installed under this contract is in proper working order and in compliance with drawings, specifications, and/or authorized changes. Without additional charge, replace any work or materials which develop defect, except from ordinary wear and tear, within one year from the date of substantial completion. Exception: Incandescent and fluorescent lamps shall be guaranteed for a period of two months from the date of substantial completion.

PART 2 – PRODUCTS

2.1 GENERAL:

- A. Products are specified by manufacturer name, description, and/or catalog number. Discrepancies between equipment specified and the intended function of equipment shall be brought to the attention of the Architect/Engineer in writing prior to bidding. Failure to report any conflict, including catalog numbers, discontinued products, etc., does not relieve the Contractor from meeting the intent of the contract documents nor shall it change the contract cost. If the Contractor is unable to interpret any part of the plans and/or specifications, or should he find discrepancies therein, he shall bring this to the attention of the Architect/Engineer who will issue interpretation and/or additional instructions to Bidders before the project is bid.

2.2 MANUFACTURERS:

- A. Provide products of manufacturers specified. Manufacturers catalog numbers and descriptions establish the quality of product required. Substitutions will be considered if a duplicate written application (2-copies) is at the office of the Architect/Engineer eight (8) working days prior to the day of the bidding. The application shall include the following: 1) A statement certifying that the equipment proposed is equal to that specified; that it has the same electrical and physical characteristics, compatible dimensions, and meets the functional intent of the contract documents; 2) The specified and submittal catalog numbers of the equipment under consideration; 3) A pictorial and specification brochure.
- B. Any conflict arising from the use of substituted equipment shall be the responsibility of the Contractor, who shall bear all costs required to make the equipment comply with the intent of the contract documents.
- C. Samples may be required for non-standard or substituted items before installation during construction. Provide all samples as required.
- D. No materials or apparatus may be substituted after the bid opening except where the

equipment specified has been discontinued.

- E. Provide only equipment specified in the Contract Documents or approved by addendum.

PART 3 – EXECUTION

3.1 INSTALLATION:

- A. Layout electrical work in advance of construction to eliminate unnecessary cutting, drilling, channeling, etc. Where such cutting, drilling, or channeling becomes necessary for proper installation; perform with care. Use skilled mechanics of the trades involved. Repair damage to building and equipment at no additional cost to the contract. Cutting work of other Contractors shall be done only with the consent of that Contractor. Cutting structural members shall not be permitted.
- B. Since the drawings of floor, wall, and ceiling installation are made at small scale; outlets, devices, equipment, etc., are indicated only in their approximate location unless dimensioned. Locate outlets and apparatus symmetrically on floors, walls and ceilings where not dimensioned, and coordinate such locations with work of other trades to prevent interferences. Verify all dimensions on the job. Do not scale the electrical drawings, but refer to the architectural and mechanical shop drawings and project drawings for dimensions as applicable.
- C. Perform for other trades, the electrical wiring and connection for all devices, equipment or apparatus. Consult Architectural, Mechanical, and other applicable drawings, and all applicable shop drawings to avoid switches, outlets, and other equipment from being hidden behind doors, cabinets, counters, heating equipment, etc., or from being located in chalkboards, tackboards, glass panels, etc. Relocate buried electrical devices and/or connections as directed at no additional cost.
- D. Coordinate the location of outlets, devices, connections, and equipment with the supplier of the systems furniture prior to rough-in.
- E. Where conduit, outlets or apparatus are to be encased in concrete, it must be located and secured by a journeyman or foreman present at the point of installation. Check locations of the electrical items before and after concrete and/or masonry installation and relocate displaced items.
- F. Provide block-outs, sleeves, demolition work, etc., required for installation of work specified in this division.

3.2 CLEAN:

- A. Clean up all equipment, conduit, fittings, packing cartons and other debris that is a direct result of the installation of the work of this Division.
- B. Clean fixtures, interiors and exteriors of all equipment, and raceways. Replace all filters in electrical equipment upon request for Substantial Completion.

3.3 STORAGE AND PROTECTION OF MATERIALS:

- A. Provide storage space for storage of materials and apparatus and assume complete responsibility for all losses due to any cause whatsoever. In no case shall storage interfere with traffic conditions in any public thoroughfare or constitute a hazard to persons in the vicinity. Protect completed work, work underway, and apparatus against loss or damage.

3.4 ROOF PENETRATIONS:

- A. Where raceways penetrate roofing or similar structural area, provide appropriate roof jack coordinate with the roofing contractor and the Architect in order to match the vent with the roof construction. The jack shall be sized to fit tightly to raceway for weather-tight seal, and with flange extending a minimum of 9" under roofing in all sides or as required by the roof type of construction. Completely seal opening between inside diameter of roof flashing and outside diameter of penetrating raceways. Coordinate all work with work required under roofing section of specifications.

3.5 FIRE PENETRATION SEALS:

- A. Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration either before, during or after fire. The fire rating of the penetration seal shall be at least that of the floor, wall or ceiling into which it is installed, so that the original fire rating of the floor or wall is maintained as required by Article 300-21 of the National Electrical Code. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs, and similar structures. Where applicable, provide [3M](#) fire barrier sealing penetration system, and/or IPC Flame Safe Fire Stop System, and/or Chase Foam fire stop system, including wall wrap, partitions, caps, and other accessories as required. All materials to comply with UL 1479 (ASTM E-814). Comply with manufacturer's instructions and recommendations for installation of sealing fittings and barrier sealing systems.

3.6 FINAL REVIEW:

- A. At the time of final review, the project foreman shall accompany the reviewing party, and remove coverplates, panel covers and other access panels as requested, to allow review of the entire electrical system.

END OF SECTION 26 0500

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SECTION 26 0507 - ELECTRICAL CONNECTIONS FOR EQUIPMENT**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to electrical connections.

1.2 DESCRIPTION OF WORK:

- A. Extent of electrical connection for equipment includes final electrical connection of all equipment having electrical requirements. Make final connections for all owner furnished equipment. See other applicable portions of specification for building temperature control wiring requirements.
- B. Refer to Division-23 sections for motor starters and controls furnished integrally with equipment; not work of this section.
- C. Refer to Division- 23 section for control system wiring; not work of this section.
- D. Refer to sections of other Divisions for specific individual equipment power requirements.

1.3 QUALITY ASSURANCE:

- A. NEC COMPLIANCE: Comply with applicable portions of NEC as to type products used and installation of electrical power connections.
- B. UL LABELS: Provide electrical connection products and materials which have been UL-listed and labeled.

PART 2 – PRODUCTS**2.1 GENERAL:**

- A. For each electrical connection indicated, provide complete assembly of materials, including but not necessarily limited to, raceways, conductors, cords, cord caps, wiring devices, pressure connectors, terminals (lugs), electrical insulating tape, heat-shrinkable insulating tubing, cable ties, solderless wire nuts, and other items and accessories as needed to complete splices, terminations, and connections as required. Crimp on or slip-on type splicing materials (insulation displacement type) designed to be used without wire stripping are not acceptable. See Section 260532, Conduit Raceway; Section 262726 Wiring Devices; and Section 260519 Conductors and Cables for additional requirements. Provide final connections for equipment consistent with the following:
- B. Permanently installed fixed equipment - flexible seal-tite conduit from branch circuit terminal equipment, or raceway; to equipment, control cabinet, terminal junction box or wiring terminals. Totally enclose all wiring in raceway.
- C. Movable and/or portable equipment - wiring device, cord cap, and multi-conductor cord suitable for the equipment and in accordance with NEC requirements (Article 400).

- D. Other methods as required by the National Electrical Code and/or as required by special equipment or field conditions.

PART 3 – EXECUTION

3.1 INSTALLATION OF ELECTRICAL CONNECTIONS:

- A. Make electrical connections in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with requirements of NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements.
- B. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams.
- C. Coordinate installation of electrical connections for equipment with equipment installation work.
- D. Verify all electrical loads (voltage, phase, horse power, full load amperes, number and point of connections, minimum circuit ampacity, etc.) for equipment furnished under other Divisions of this specification, by reviewing respective shop drawings furnished under each division. Meet with each subcontractor furnishing equipment requiring electrical service and review equipment electrical characteristics. Report any variances from electrical characteristics noted on the electrical drawings to Architect before proceeding with rough-work. In summary it is not in the Electrical Engineers scope to review the shop drawings from other trades/divisions.
- E. Obtain and review the equipment shop drawings to determine particular final connection requirements before rough-in begins for each equipment item.

END OF SECTION 26 0507

SECTION 26 0519 - CONDUCTORS AND CABLES (600V AND BELOW)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to conductors and cables specified herein.

1.2 DESCRIPTION OF WORK:

- A. Extent of electrical conductor and electrical cable work is indicated by drawings and schedules.
- B. Types of conductors and cables in this section include the following:
 - 1. Copper Conductors (600V)
- C. Applications for conductors and cables required for project include:
 - 1. Feeders
 - 2. Branch Circuits

1.3 QUALITY ASSURANCE:

- A. Comply with NEC as applicable to construction and installation of electrical conductors and cable. Comply with UL standards and provide electrical conductors and cables which have been UL-listed and labeled.
- B. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to materials, construction and testing of conductors and cable.
- C. Comply with applicable portions of ANSI/ASTM and IEEE standards pertaining to construction of conductors and cable.

1.4 SUBMITTALS:

- A. FIELD TEST DATA:
 - 1. Submit megohmmeter test data for circuits under 600 volts.

PART 2 - PRODUCTS

2.1 COPPER AND ALUMINUM CONDUCTORS (600V):

- A. Provide factory-fabricated conductors of sizes, ratings, materials, and types indicated for each service. Where not indicated provide proper selection to comply with project's installation requirements and NEC standards. Provide conductors in accordance with the following:
 - 1. Conductors, #2 AWG and Larger – Copper conductor; see drawings for insulation type.
 - 2. Branch Circuit Conductors and All Conductors #3 AWG and Smaller - Copper conductor, with THHN/THWN insulation. Size all conductors in accordance with NEC; minimum size to be #12 AWG. Provide solid conductors for #10 AWG and smaller. Provide stranded conductors for #8 AWG and larger.
 - 3. Mechanical Equipment Feeders – Copper conductors, see drawings for insulation type.
- B. Provide connectors and terminations for aluminum-alloy conductors of hydraulic compression type only, listed under UL 486-B, and marked "AL 7CU" for 75o rated circuits, and "AL9CU" for 90o rated circuits.
- C. Provide neutral and ground wire as specified elsewhere in documents.
- D. Provide separate neutral conductor for all single phase branch circuits installed. No shared neutrals are allowed. Neutral conductor shall be the same size as the phase conductor.
- E. MC Cable is not allowed as an acceptable conductor or cable material for installation.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. General: Install electric conductors and cables as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standards of Installation", and in accordance with recognized industry practices.
- B. Coordinate installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- C. Cables may be pulled by direct attachment to conductors or by use of basket weave pulling grip applied over cables. Attachment to pulling device shall be made through approved swivel connection. Nonmetallic jacketed cables of small size may be pulled directly by conductors by forming them into a loop to which pull wire can be attached; remove insulation from conductors before forming the loop. Larger sizes of cable may be pulled by using basket weave pulling grip, provided the pulling force does not exceed limits recommended by manufacturer; if pulling more than one cable, bind them together with friction tape before applying the grip. For long pulls requiring heavy pulling force,

use pulling eyes attached to conductors.

- D. Do not exceed manufacturer's recommendations for maximum allowable pulling tension, side wall pressure, and minimum allowable bending radius. In all cases, pulling tension applied to the conductors shall be limited to 0.008 lbs. per circular mil of conductor cross-section area.
- E. Pull in cable from the end having the sharpest bend; i.e. bend shall be closest to reel. Keep pulling tension to minimum by liberal use of lubricant, and turning of reel, and slack feeding of cable into duct entrance. Employ not less than one man at reel and one in pullhole during this operation.
- F. For training of cables, minimum bend radius to inner surface of cable shall be 12 times cable diameter.
- G. Where cable is pulled under tension over sheaves, conduit bends, or other curved surfaces, make minimum bend radius 50% greater than specified above for training.
- H. Use only wire and cable pulling compound recommended by the specific cable manufacturer, and which is listed by UL.
- I. Seal all cable ends unless splicing is to be done immediately. Conduit bodies shall not contain splices.
- J. Follow manufacturer's instructions for splicing and cable terminations.
- K. Provide Scotch Cast 400 Resin for water-tight connections on all exterior connections subject to moisture.
- L. Do not exceed grouping of circuits in any homerun to a panelboard in a single conduit.

3.2 AFTER INSTALLATION TEST FOR CABLE 600 VOLTS AND BELOW:

- A. Prior to energization, test cable and wire for continuity of circuitry, and for short circuits, Megger all circuits of 100 amp and greater rating. Correct malfunctions. Submit record in triplicate of megohmmeter readings to Architect/Engineer.
- B. Subsequent to wire and cable connections, energize circuitry and demonstrate functioning in accordance with requirements.
- C. Electrical Identification: Refer to Section 260553 for requirements.

END OF SECTION 26 0519

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SECTION 26 0526 - GROUNDING**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division-26 Basic Materials and Methods sections apply to work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. Provide grounding as specified herein, and as indicated on drawings.
- B. Provide grounding and bonding of all electrical and communication apparatus, machinery, appliances, building components, and items required by the NEC to provide a permanent, continuous, low impedance, grounding system.
- C. Unless otherwise indicated, ground the complete electrical installation including the system neutral, metallic conduits and raceways, boxes, fittings, devices, cabinets, and equipment in accordance with all code requirements.
- D. Ground each separately derived system, as described in NEC Section 250-30, unless otherwise indicated.
- E. Types of grounding in this section include the following:
 - 1. Grounding Electrodes
 - 2. Separately Derived Systems
 - 3. Service Equipment
 - 4. Enclosures
 - 5. Systems
 - 6. Equipment
 - 7. Other items indicated on drawings
- F. Requirements of this section apply to electrical grounding work specified elsewhere in these specifications.

1.3 QUALITY ASSURANCE:

- A. Comply with NEC as applicable to electrical grounding and ground fault protection systems. Comply with applicable ANSI and IEEE requirements. Provide products which have been UL listed and labeled.

- B. Resistance from the service entrance ground bus, through the grounding electrode to earth, shall not exceed 5 ohms.

1.4 SUBMITTALS:

- A. Submit the name of test agency to be used for testing specified in this section. Submit results of tests specified in this section. Also include test results in Operation and Maintenance Manuals as specified.

PART 2 – PRODUCTS

2.1 MATERIALS AND COMPONENTS:

- A. GENERAL: Except as otherwise indicated, provide each electrical grounding system as specified herein, and as shown on drawings, including but not necessarily limited to, cables/wires, connectors, terminals (solderless lugs), grounding rods/electrodes and plate electrodes, bonding jumper braid, and other items and accessories needed for complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.
- B. ELECTRICAL GROUNDING CONDUCTORS: Unless otherwise indicated, provide electrical grounding conductors for grounding connections matching power supply wiring materials and sized according to NEC. Provide with green insulation.
- C. INSULATED GROUNDING BUSHINGS: Plated malleable iron body with 150 degree Centigrade molded plastic insulating throat, lay-in grounding lug with hardened stainless steel fasteners, [OZ-Gedney](#) BLG, or Thomas & Betts #TIGB series.
- D. CONNECTIONS TO PIPE: For cable to pipe, [OZ-Gedney](#) G-100B series or Thomas & Betts #390X series, or Burndy type GAR.
- E. CONNECTIONS TO STRUCTURAL STEEL, GROUND RODS, OR SPLICES: For splicing and/or connecting conductors, use exothermic welds or high pressure compression type connectors. Provide exothermic weld kits manufactured by Cadweld or Thermoweld. If high compression type connectors are used for cable-to-cable, or cable-to-steel, or cable-to-ground rod connections, provide Thomas & Betts #53000 series, or Burndy Hyground series.
- F. BONDING JUMPERS: [OZ-Gedney](#) Type BJ, or Thomas & Betts #3840 series, or Burndy type GG and type B braid.

PART 3 - EXECUTION

3.1 INSTALLATION OF GROUNDING SYSTEMS:

- A. Install electrical grounding systems in accordance with manufacturer's written instructions and with recognized industry practices to ensure grounding devices comply with requirements.

- B. Install clamp-on connectors only on thoroughly cleaned and metal contact surfaces, to ensure electrical conductivity and circuit integrity.
- C. Provide grounding for the entire raceway, enclosure, equipment and device system in accordance with NEC. All non-metallic raceways shall include copper grounding conductor sized in accordance with NEC. Include copper grounding conductor in all raceway installed in suspended slabs.

3.2 GROUNDING ELECTRODES:

- A. GROUNDING ELECTRODE CONDUCTOR: Provide grounding electrode conductor sized per NEC table 250-94 or as indicated.
- B. EQUIPMENT BONDING/GROUNDING: Provide a NEC sized conductor, whether indicated or not on the drawings, in raceways as follows:
 - 1. Non-metallic conduits and ducts.
 - 2. Distribution feeders.
 - 3. Motor and equipment branch circuits.
 - 4. Device and lighting branch circuits.
 - 5. Provide grounding bushings and bonding jumpers for all conduit terminating in reducing washers, concentric, eccentric or oversized knockouts at panelboards, cabinets and gutters.
- C. Provide bonding jumpers across expansion and deflection couplings in conduit runs, across pipe connections at water meters, and across dielectric couplings in metallic cold water piping system.
- D. Provide bonding wire in all flexible conduit.

END OF SECTION 26 0526

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SECTION 26 0529 - SUPPORTING DEVICES**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification section, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is a part of each Division-26, 27 and 28 section making reference to supports, anchors, sleeves, and seals, specified herein.

1.2 DESCRIPTION OF WORK:

- A. Extent of supports, anchors, and sleeves is indicated by drawings and schedules and/or specified in other Division-26 sections. See Section 260532, Raceways, for additional requirements.
- B. Work of this section includes supports, anchors, sleeves and seals required for a complete raceway support system, including but not limited to: clevis hangers, riser clamps, C-clamps, beam clamps, one and two hole conduit straps, offset conduit clamps, expansion anchors, toggle bolts, threaded rods, U-channel strut systems, threaded rods and all associated accessories.

1.3 QUALITY ASSURANCE:

- A. Comply with NEC as applicable to construction and installation of electrical supporting devices. Comply with applicable requirements of ANSI/NEMA Std. Pub No. FB 1, "Fittings and Supports for Conduit and Cable Assemblies". Provide electrical components which are UL-listed and labeled.

PART 2 - PRODUCTS**2.1 MANUFACTURED SUPPORTING DEVICES:****A. GENERAL:**

- 1. Provide supporting devices; complying with manufacturer's standard materials, design and construction in accordance with published product information, and as required for a complete installation; and as herein specified. See drawings for additional requirements.

PART 3 - EXECUTION**3.1 INSTALLATION OF SUPPORTING DEVICES:**

- A. Install hangers, anchors, sleeves, and seals as required, in accordance with

manufacturer's written instructions and with recognized industry practices to ensure supporting devices comply with requirements. Comply with requirements of NECA, NEC and ANSI/NEMA for installation of supporting devices.

- B. Coordinate with other electrical work, including raceway and wiring work, as necessary to interface installation of supporting devices with other work.
- C. Install hangers, supports, clamps and attachments to support piping properly from building structures. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible. For pre-and post tensioned construction, use pre-set inserts for support of all electrical work. Do not use toggle bolts, moly bolts, wood plugs or screws in sheetrock or plaster as support for any equipment or raceway.
- D. RACEWAYS:
- Support raceways which are rigidly attached to structure at intervals not to exceed 8 feet on center, minimum of two straps per 10 foot length of raceway, and within 12" of each junction box, coupling, outlet or fitting. Support raceway at each 90° degree bend. Support raceway (as it is installed) in accordance with the following:

<u>NUMBER OF RUNS</u>	<u>3/4" TO 1-1/4" Ø</u>	<u>1-1/2" & LARGER Ø</u>
1	Full straps, clamps or hangers.	Hanger
2	Full straps, clamps or hangers.	Mounting Channel
3 or more	Mounting Channel	Mounting Channel

- Support suspended raceways on trapeze hanger systems; or individually by means of threaded rod and straps, clamps, or hangers suitable for the application. Do not use "tie wire" as a portion of any raceway support system; do not support raceway from ceiling support wires.
- E. CABLE SUPPORTS:
- Install hangers, J-hooks, supports, clamps, clips, ties and attachments to support cables properly from building structures (red iron) at 10' intervals. Arrange for grouping of parallel runs of horizontal cables, in the red iron members to be supported together in bundles where possible. Do not use toggle bolts, moly bolts, wood plugs or screws in sheetrock or plaster as support for any cable run.
- F. WIREWAYS, BUS DUCTS AND CABLE TRAYS:
- Provide vertical and lateral support systems for all wireways, busway, and cable trays which are supported from overhead structure. See Sections 260536 and 262500 for additional requirements.

END OF SECTION 26 0529

SECTION 26 0532 - CONDUIT RACEWAY**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to electrical raceways and specified herein.

1.2 DESCRIPTION OF WORK:

- A. Conduit raceway work is indicated by drawings, schedules and as described herein.
- B. Types of raceways in this section include the following:
 - 1. Electrical Metallic Tubing
 - 2. Flexible Metal Conduit
 - 3. Intermediate Metal Conduit
 - 4. Liquid-tight Flexible Metal Conduit
 - 5. Rigid Metal Conduit
 - 6. Rigid Non-metallic Conduit

1.3 QUALITY ASSURANCE:

- A. **MANUFACTURERS:** Firms regularly engaged in manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than three (3) years.
- B. **STANDARDS:** Comply with applicable portions of NEMA standards pertaining to raceways. Comply with applicable portions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL-listed and labeled. Comply with NEC requirements as applicable to construction and installation of raceway systems.
- C. **SUBMITTALS:** Not required.

PART 2 – PRODUCTS**2.1 METAL CONDUIT AND TUBING:**

- A. **GENERAL:**

1. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) as indicated; with minimum trade size of 3/4".
 - B. RIGID METAL CONDUIT (RMC): FS WW-C-0581 and ANSI C80.1.
 - C. INTERMEDIATE STEEL CONDUIT (IMC): FS WW-C-581.
 - D. PVC EXTERNALLY COATED RIGID STEEL CONDUIT: ANSI C80.1 and NEMA Std. Pub. No. RN 1.
 - E. ALUMINUM CONDUIT: Not acceptable.
 - F. MC CABLE: Not acceptable.
 - G. RIGID AND INTERMEDIATE STEEL CONDUIT FITTINGS:
 1. Provide fully threaded malleable steel couplings; raintight and concrete tight where required by application. Provide double locknuts and metal bushings at all conduit terminations. Install OZ Type B bushings on conduits 1-1/4" and larger.
 - H. ELECTRICAL METALLIC TUBING (EMT): FS WW-C-563 and ANSI C80.3.
 - I. EMT FITTINGS:
 1. Provide insulated throat nylon bushings with non-indenter type malleable steel fittings at all conduit terminations. Install OZ Type B bushings on conduits 1" larger. Cast or indenter type fittings are not acceptable.
 - J. FLEXIBLE METAL CONDUIT: FS WW-C-566, of the following type;
 1. Zinc-coated steel.
 - K. FLEXIBLE METAL CONDUIT FITTINGS: FS W-F-406, Type 1, Class 1, and Style A.
 - L. LIQUID TIGHT FLEXIBLE METAL CONDUIT:
 1. Provide liquid-tight, flexible metal conduit; constructed of single strip, flexible continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coated with liquid-tight jacket of flexible polyvinyl chloride (PVC).
 - M. LIQUID-TIGHT FLEXIBLE METAL CONDUIT FITTINGS: FS W-F-406, Type 1, Class 3, Style G.
 - N. EXPANSION FITTINGS: OZ Type AX, or equivalent to suit application.
- 2.2 NON-METALLIC CONDUIT AND DUCTS:
- A. GENERAL:

1. Provide non-metallic conduit, ducts and fittings of types, sizes and weights as indicated; with minimum trade size of 3/4".
 - B. UNDERGROUND PVC PLASTIC UTILITIES DUCT:
 1. Minimum requirements shall be schedule 40 for encased burial in concrete and for Type II for direct burial.
 - C. PVC AND ABS PLASTIC UTILITIES DUCT FITTINGS:
 - D. ANSI/NEMA TC 9, match to duct type and material.
 - E. HDPE CONDUIT: Not acceptable.
- 2.3 CONDUIT; TUBING; AND DUCT ACCESSORIES:
- A. Provide conduit, tubing and duct accessories of types and sizes, and materials, complying with manufacturer's published product information, which mate and match conduit and tubing. Provide manufactured spacers in all duct bank runs.
- 2.4 SEALING BUSHINGS:
- A. Provide OZ Type FSK, WSK, or CSMI as required by application. Provide OZ type CSB internal sealing bushings.
- 2.5 CABLE SUPPORTS:
- A. Provide OZ cable supports for vertical risers, type as required by application.

PART 3 - EXECUTION

- 3.1 INSTALLATION OF ELECTRICAL RACEWAYS:
- A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and in accordance with the following:
 1. FEEDERS UNDER 600 VOLTS:
 - a. Install feeders to panels and individual equipment feeders rated 100 amps and greater, in Electrical Metallic Tubing (EMT); except where buried below grade, install in non-metallic conduit or duct. Encase feeders 1-1/4" and larger, individually in concrete where installed below grade. See duct banks.
 2. BRANCH CIRCUITS, SIGNAL AND CONTROL CIRCUITS, AND INDIVIDUAL EQUIPMENT CIRCUITS RATED LESS THAN 100 AMPS:

- a. Install in electric metallic tubing (EMT). Below concrete slab-on-grade or in earth fill, install in non-metallic plastic duct. In areas exposed to weather, moisture, or physical damage, install in RMC or IMC. In suspended slabs, install in EMT. Encase non-metallic duct 1-1/4" and larger in concrete. See duct banks.
- B. Provide 500 feet of 3/4" conduit with 3 #12 conductors. Provide all supports, fittings, boxes, terminations, etc. as required for installation. Install only as directed by Engineer. Credit back all unused material and labor to the Owner.
- C. Coordinate with other work including metal and concrete deck work, as necessary to interface installation of electrical raceways and components.
- D. Install raceway in accordance with the following:
 - 1. Provide a minimum of 12" clearance measured from outside of insulation from flues, steam and hot water piping, etc. Avoid installing raceways in immediate vicinity of boilers and similar heat emitting equipment. Conceal raceways in finished walls, ceilings and floor (other than slab-on-grade), except in mechanical, electrical and/or communication rooms, conceal all conduit and connections to motors, equipment, and surface mounted cabinets unless exposed work is indicated on the drawings. Run concealed conduits in as direct a line as possible with gradual bends. Where conduit is exposed in mechanical spaces, etc., install parallel with or at right angles to building or room structural lines. Do not install lighting raceway until piping and duct work locations have been determined in order to avoid fixtures being obstructed by overhead equipment.
 - 2. Where cutting raceway is necessary, remove all inside and outside burrs; make cuts smooth and square with raceway. Paint all field threads (or portions of raceway where corrosion protection has been damaged) with primer and enamel finish coat to match adjacent raceway surface.
 - 3. Provide a minimum of 1 1/2" from nearest surface of the roof decking to raceway.
 - 4. Provide a maximum of three phase conductors in any one conduit or as approved by electrical engineer.
 - 5. Provide neutral and ground wire as specified elsewhere in documents.
 - 6. Provide separate neutral conductor for all single phase branch circuits installed. No shared neutrals are allowed. Neutral conductor shall be the same size as the phase conductor.
- E. Comply with NEC for requirements for installation of pull boxes in long runs.
- F. Cap open ends of conduits and protect other raceways as required against accumulation of dirt and debris. Pull a mandrel and swab through all conduit before installing conductors. Install a 200 lb. nylon pull cord in each empty conduit run.
- G. Replace all crushed, wrinkled or deformed raceway before installing conductors.
- H. Do not use flame type devices as a heat application to bend PVC conduit. Use a heating device which supplies uniform heat over the entire area without scorching the conduit.
- I. Provide rigid metal conduit (RMC) for all bends greater than 22 degrees in buried conduit.

Provide protective coating for RMC bend as specified herein.

- J. Provide "Long Sweep" (EAI/TIA elbows for bends greater than 22 degrees in all conduit installed for data/telephone systems.
- K. Where raceways penetrate building, area ways, manholes or vault walls and floors below grade, install rigid metal conduit (RMC) for a minimum distance of 10 feet on the exterior side of the floor or wall measured from interior face. Provide OZ, Type FSK, WSK or CSMI sealing bushings (with external membrane clamps as applicable) for all conduit penetrations entering walls or slabs below grade. Provide segmented type CSB internal sealing bushings in all raceways penetrating building walls and slabs below grade, and in all above grade raceway penetrations susceptible to moisture migration into building through raceway.
- L. Install liquid-tight flexible conduit for connection of motors, transformers, and other electrical equipment where subject to movement and vibration.
- M. Install spare 3/4" conduits (capped) from each branch panelboard into the ceiling and floor space. Run five into the ceiling space and five into the floor space. Where the floor is not accessible run six conduits into the ceiling space. Run conduits the required distance necessary to reach accessible ceiling space.
- N. Provide OZ expansion fittings on all conduits crossing building expansion joints, both in slab and suspended.
- O. Provide OZ cable supports in all vertical risers in accordance with NEC 300-19; type as required by application.
- P. Complete installation of electrical raceways before starting installation of cables/conductors within raceways.

END OF SECTION 26 0532

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SECTION 26 0533 - ELECTRICAL BOXES AND FITTINGS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is a part of each Division-26, 27 and 28 section making reference to electrical wiring boxes and fittings specified herein. See Section 260532, Raceways, for additional requirements.

1.2 DESCRIPTION OF WORK:

- A. The extent of electrical box and electrical fitting work is indicated by drawings and schedules.
- B. Types of electrical boxes and fittings in this section include the following:
 - 1. Outlet Boxes
 - 2. Junction Boxes
 - 3. Pull Boxes
 - 4. Conduit Bodies
 - 5. Bushings
 - 6. Locknuts
 - 7. Knockout Closures
 - 8. Miscellaneous Boxes and Fittings

1.3 QUALITY ASSURANCE:

- A. Comply with NEC as applicable to construction and installation of electrical boxes and fittings. Comply with ANSI C 134.1 (NEMA Standards Pub No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers and box supports. Provide electrical boxes and fittings which have been UL-listed and labeled.

1.4 SUBMITTALS:

- A. Submit manufacturer's data including specifications, installation instruction and general recommendations for each type of floor box used on project.

PART 2 - PRODUCTS

2.1 FABRICATED MATERIALS:

A. INTERIOR OUTLET BOXES:

1. Provide one piece, galvanized flat rolled sheet steel interior outlet wiring boxes with accessory rings, of types, shapes and sizes, including box depths, to suit each respective location and installation, construct with stamped knockouts in back and sides, and with threaded screw holes with corrosion-resistant screws for securing box and covers and wiring devices; minimum size 4"x4"x2-1/8".
2. Provide an 'FS' box, with no knockouts when surface mounted in a finished, non-utility space. Surface mounting is only acceptable when approved by the Architect.

B. INTERIOR OUTLET BOX ACCESSORIES:

1. Provide outlet box accessories as required for each installation, including mounting brackets, hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and fulfilling requirements of individual wiring applications.

C. WEATHERPROOF OUTLET BOXES:

1. Provide corrosion-resistant cast-metal weatherproof outlet wiring boxes, of types, shapes and sizes (including depth) required, with threaded conduit ends, cast-metal face plates with spring-hinged waterproof caps suitably configured for each application, with face plate gaskets and corrosion-resistant fasteners.

D. JUNCTION AND PULL BOXES:

1. Provide code-gage sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.

E. CONDUIT BODIES:

1. Provide galvanized cast-metal conduit bodies, of types, shapes and sizes to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.

F. BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS:

1. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable steel conduit bushings and offset connectors, of types and sizes to suit respective uses and installation.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS:

A. GENERAL:

1. Install electrical boxes and fittings where indicated, complying with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
2. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
3. Provide coverplates for all boxes. See Section 262726, Wiring Devices.
4. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
5. Provide knockout closures to cap unused knockout holes where blanks have been removed.
6. Install boxes and conduit bodies to ensure ready accessibility of electrical wiring. Do not install boxes above ducts or behind equipment. Install recessed boxes with face of box or ring flush with adjacent surface. Seal between switch, receptacle and other outlet box openings and adjacent surfaces with plaster, grout, or similar suitable material.
7. Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry. Use bar hangers for stud construction. Use of nails for securing boxes is prohibited. Set boxes on opposite sides of common wall with minimum 10" of conduit between them. Set boxes on opposite sides of fire resistant walls with minimum of 24" separation.
8. Provide a minimum of 1 ½" from the nearest surface of the roof decking to the installed boxes.
9. Provide electrical connections for installed boxes.
10. Provide an approved fitting on each end of each conduit (regardless of voltage) whether in panel, box, etc. or in free air.

END OF SECTION 26 0533

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SECTION 26 2815**OVERCURRENT PROTECTIVE DEVICES****PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to overcurrent protective devices specified herein.

1.2 DESCRIPTION OF WORK:

- A. Extent of overcurrent protective device work is indicated by drawings and schedules and specified herein. Overcurrent protective devices specified herein are for installation as individual components in separate enclosures; and for installation as integral components of switchboard and panelboards. See Section 262413, Switchgear and Switchboards, and Section 262416, Panelboards.
- B. Contractor shall verify type and cost of all overcurrent protective devices required within existing gear/panelboards and must be included in their bid.
- C. Types of overcurrent protective devices in this section include the following for operation at 600 Volts and below:
 - 1. Molded case thermal circuit breakers
 - 2. Molded case solid-state circuit breakers
 - 3. Insulated case circuit breakers
 - 4. Power circuit breakers
 - 5. Fusible switches
 - 6. Bolted pressure switches
 - 7. Fuses
- D. Refer to other Division-26 sections for cable/wire and connector work required in conjunction with overcurrent protective devices.

1.3 QUALITY ASSURANCE

- A. Comply with NEC requirements and NEMA and ANSI standards as applicable to construction and installation of overcurrent devices.

1.4 SUBMITTALS:

- A. **PRODUCT DATA:** Submit manufacturer's data on overcurrent protective devices, including catalog cuts, time-current trip characteristic curves, and mounting requirements.
- B. **SHOP DRAWINGS:** Submit layout drawings of overcurrent protective devices, with layouts of circuit breakers, including spatial relationships to proximate equipment. Failure to submit said spatial layouts does not relieve contractor of responsibility to verify all required clearances before release of equipment for fabrication.
- C. Submit manufacturer's data and shop drawings only after completion of the preliminary

protective device study (see Section 26 0573 as applicable). Any Section 26 2815 submittals received prior to submission of the preliminary protective device study will be REJECTED.

- D. MAINTENANCE STOCK, FUSES: For types and ratings required, furnish additional fuses, amounting to one unit for every 5 installed units, but not less than two units of each size and type, unless specified otherwise in another section of these specifications.
- E. TRIP CURVES & SETTINGS:
 - 1. Submit time-current trip curves (in log-log format) and trip setting parameter/range information (for each trip function) for all solid-state circuit breakers.
 - a. Manufacturer shall also provide recommended trip settings with the shop drawing submittal (including ground fault settings) for coordination with downstream overcurrent devices. Manufacturer shall base recommendations on the AIC rating of the electrical equipment.
 - b. Where the Protective Device Study specification section 260573 is included in the project, the time-current curves and recommended trip settings for all solid-state circuit breakers shall be submitted as part of the protective device study.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Subject to compliance with requirements, provide products of one of the following (main and branch device manufacturer must be same as panelboard and/or switchboard manufacturer):
- B. CIRCUIT BREAKERS AND FUSIBLE SWITCHES:
 - 1. Cutler Hammer Products, Eaton Corp.
 - 2. General Electric Co.
 - 3. Square D Co.
 - 4. Siemens Energy and Automation
- C. BOLTED PRESSURE SWITCHES:
 - 1. Bolt Switch Co.
 - 2. General Electric Co. (HPC; High Pressure Contact Switches)
 - 3. Pringle Switch Co.
 - 4. Square D Co.
- D. MOLDED CASE THERMAL TRIP CIRCUIT BREAKERS:
 - 1. Provide factory-assembled, molded case circuit breaker for power distribution panelboards and switchboards; and for individual mounting, as indicated. Provide breakers of amperage, voltage, and RMS interrupting rating shown, with permanent thermal trip and adjustable instantaneous magnetic trip in each pole. Series rated systems are not acceptable. Construct with overcenter, trip-free, toggle type operating mechanisms with quick-make, quick-break action and positive handle indication. Construct breakers for mounting and operating in any physical position and in an ambient temperature of 40 degrees C. Provide with

mechanical screw type removable connector lugs, AL/CU rated, of proper size to accommodate conductors specified.

2. Circuit breakers 15 amps through 799 amps shall be molded case thermal trip circuit breakers.

E. MOLDED CASE SOLID-STATE CIRCUIT BREAKERS:

1. Provide factory-assembled, molded case solid-state circuit breakers for power distribution switchgear and switchboards. Provide breakers of amperage, voltage and RMS interrupting rating shown, and with solid-state trip mechanisms. Breakers shall be UL listed for application at 100% of their continuous ampere rating.
2. Circuit breakers 800 amps through 1199 amps shall be molded case solid-state circuit breakers.
3. Solid-state trip mechanisms shall have the following functions: Adjustable long time ampere rating; adjustable long time delay; adjustable short time pick up; adjustable short time delay and adjustable instantaneous pick up.

F. INSULATED CASE CIRCUIT BREAKERS

1. Provide factory-assembled, insulated case circuit breakers for power distribution switchgear and switchboards. Provide breakers of amperage, voltage and RMS interrupting rating shown, with solid-state trip mechanisms and with manual spring charging mechanism. Breakers shall be UL listed for application at 100% of their continuous ampere rating.
2. Circuit breakers 1200 amps and larger shall be insulated case circuit breakers.
3. Solid-state trip mechanisms shall have the following functions: Adjustable long time ampere rating; adjustable long time delay; adjustable short time pick up; adjustable short time delay and adjustable instantaneous pick up.
4. On service disconnect breakers where phase to ground voltage exceeds 150V and the breaker is capable of being set at or over 1000A (and also where GFP protection is indicated on the one line diagram for downstream breakers), the solid-state trip mechanism shall also include the following:
 - a. Adjustable ground fault pick up and adjustable ground fault time delay, and ground fault test button.
 - b. Over/under voltage trip
 - c. Current imbalance trip
5. Provide an energy-reducing maintenance switch with local, lit status indicator to allow for a reduction of the instantaneous pickup and instantaneous delay settings for use during maintenance. Device shall mount in face of dead-front. The switch shall be provided by the same manufacturer as the circuit breaker.
6. Include integral phase failure (single-phasing) protection where phase failure (PF) is indicated on the one line diagram

G. FUSIBLE SWITCHES:

1. Provide factory-assembled fusible switch units for power distribution panelboards and switchboards, and individual mounting as indicated. Provide switch units of amperage, voltage, and RMS interrupting rating as shown, with quick-make, quick-break mechanisms, visible blades and dual horsepower ratings. Series rated systems are not acceptable. Equip with lockable handles with on-off

indication. Interlock switch covers and handles to prevent opening in "ON" position. Provide switch with Class R rejection fuse clip kits. Provide AL/CU rated lugs of proper size to accommodate conductors specified.

H. BOLTED PRESSURE SWITCHES:

1. Provide factory-assembled fusible bolted pressure contact type switches of amperage, voltage and RMS interrupting ratings shown. Equip switches with quick-make, quick-break mechanisms with electric capacitor operated trip. Provide Buss KAZ signal activating fuses open. Provide "blown fuse protection" in HPC switches. Provide AL/CU rated lugs of proper size to accommodate conductors specified.

I. PHASE FAILURE PROTECTION:

1. Provide phase failure protection on overcurrent protective devices as indicated, by means of a single-phase, dead phase, reverse phase relay (Taylor Electronics Md1 PNDR). Provide relay to operate shunt trip or capacitor trip as required to open overcurrent protective device upon malfunction. Provide relay with adjustable time delay.

J. GROUND FAULT PROTECTION:

1. Provide ground fault sensing and relaying equipment on all overcurrent protective devices where phase to ground voltage is in excess of 150 volts and the overcurrent protection device is capable of being set at or over 1000 amps. Provide ground fault sensing and relaying equipment on other devices as indicated.
2. Provide zero sequence current sensors for overcurrent protective devices; inputs compatible with relay. Construct sensor frame so it can be opened to prevent removal or installation around conductors without disturbing conductors. Provide test winding in sensor for testing operation of GFP unit including sensor pick-up relay, and circuit protection device operation.
3. Provide solid-state ground-fault relay, that requires no external source of electrical power, drawing energy to operate GFP system directly from output of current sensor. Construct with adjustable pick-up current sensitivity for GF current from 200 to 1200 amperes, with calibrated dial to show pick-up point settings. Provide factory-set time delay of 1.5 seconds and protection that precludes tampering with setting after installation.
4. Provide monitor panel capable of indicating relay operation, and provide means for testing system with or without interruption of service. Construct so GF system can not be left in an inactive or OFF state. Provide indicator lamps and TEST and RESET control switches.
5. MANUFACTURER: Subject to compliance with requirements, provide ground-fault sensing and relaying equipment of one of the following:
 - a. General Electric Co.
 - b. Brown Boveri Electric, Inc.
 - c. HI-Z Corporation
 - d. Pringle Electric Mfg. Co.
 - e. Square D Co.

OVERCURRENT PROTECTIVE DEVICES

2.2 FUSES

- A. GENERAL: Except as otherwise indicated, provided fuses of type, sizes and ratings and electrical characteristics of a single manufacturer as follows. Provide fuses labeled UL Class L or UL Class R, current limiting and rated for up to 200,000 amperes. Provide Buss KAZ signal activating fuses where required elsewhere in specification.
- B. Where fuses are shown feeding individual or groups of equipment items, comply with manufacturer's recommendation for fusing; adjust fuse size and type as necessary to comply with manufacturer's recommendation.
- C. Provide and install spare fuse cabinet in main electrical room.
- D. MAIN SERVICE AND FEEDER CIRCUITS: For fuse ratings over 600 amperes provide UL Class L Fuses (KRP-C, or A4BQ or LCL or KLPC). For fuse ratings up to 600 amperes, provide UL Class RK1 (KTN-R, KTS-R or A2K-R, A6K-R or NCCR, SCLR or KLN-R, KLS-R). If fuse directly feeds motors, transformers or other inductive load provide UL RK5 time delay (FRN-R, FRS-R or TR-R, TRS-R or ECN-R, ECS-R or FLN-R, FLS-R).
- E. BRANCH CIRCUITS: For motor circuits, transformer circuits, or other inductive loads, provide UL Class RK5 (FRN-R, FRS-R or TR-R, TRS-R or ECN-R, ECN-S or FLN-R, FLS-A). For other circuits, provide UL Class RK1, (KTN-R, KTS-R OR A2K-R, A6K-R or NCLR, SCLR OR KLSR).
- F. MANUFACTURER: Subject to compliance with requirements, provide fuses of one of the following:
 - 1. Bussman Mfg. Co.
 - 2. Mersen (Ferraz Shawmut)
 - 3. Reliance Fuse Div./Brush Fuse Inc.
 - 4. Littlefuse, Inc.

PART 3 – EXECUTION

3.1 INSTALLATION OF OVERCURRENT PROTECTIVE DEVICES:

- A. Install overcurrent protective devices as indicated, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that protective devices comply with requirements. Comply with NEC and NEMA standards for installation of overcurrent protective devices.
- B. Coordinate with work as necessary to interface installations of overcurrent protective devices with other work.
- C. Install fuses in overcurrent protective devices. For motor circuits, fuse sizes shown on drawings are for general guidance only. Size fuses in accordance with fuse manufacturer's recommendation for given motor nameplate ampere rating. Test operation. If nuisance tripping occurs, increase fuse size and disconnect device (if necessary) as required to provide nuisance free tripping. Adjust fuse size properly for ambient temperature, frequent starting and stopping of motor loads, and for loads with long start times. Include all costs in bid.
- D. After the switchgear is energized and just prior to Substantial Completion, the contractor shall ensure that the field-adjustable circuit breakers and solid-state circuit breakers and associated trip mechanisms have been set to the appropriate settings as recommended by the equipment Manufacturer (or as recommended by the electrical contractor's

Protective Device Study if section 260573 has been included in the project). Time-current trip curves and trip setting information as was required in the Submittal portion of this specification shall be made available by the contractor at this time.

- E. Field test all ground fault protective devices for proper operation; test to be performed by representative of the manufacturer. Include verification of complete time current trip characteristics.
- F. Electrical Identification: Refer to Section 260553 for requirements.

3.2 FIELD QUALITY CONTROL

- A. Prior to energization of overcurrent protective devices, test devices for continuity of circuitry and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.

END OF SECTION 26 2815

SECTION 264119 – DEMOLITION**PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Special Provisions, Division 1 and Division-2A Specification sections, apply to work of this section.
- B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to demolition.

1.2 DESCRIPTION OF WORK:

- A. The intent of the drawings is to indicate major items affected and not to show every device, outlet, fixture, etc. affected by demolition work.
- B. The drawings do not necessarily reflect as-built conditions. The contractor shall visit the jobsite prior to bidding to determine the overall scope of demolition work.
- C. Refer to sections of other Divisions for applicable requirements affecting demolition work.
- D. Refer to Section 260500 for requirements with regard to power outages affecting the operation of existing electrical systems.

1.3 QUALITY ASSURANCE:**A. NEC COMPLIANCE:**

- 1. Comply with applicable portions of NEC as to methods used for demolition work.

PART 2 - PRODUCTS**2.1 GENERAL:**

- A. Demolition work shall be laid out in advance to eliminate unnecessary cutting, drilling, channeling, etc. Where such cutting, drilling, or channeling becomes necessary, perform with care, use skilled mechanics of the trades involved. Repair damage to building and equipment. Cutting work of other Contractors shall be done only with the consent of that Contractor. Cutting of structural members shall not be permitted.

2.2 PATCHING AND REPAIR

- A. The Contractor is responsible for all demolition, patching and repair of all finished interior surfaces pertaining to the installation of this particular phase of work. All surfaces shall be finished (painted, etc.) to match the adjacent materials, finishes and colors.
- B. Hard surfaces: Whenever demolition or excavation is required for the installation of the electrical system, it shall be the responsibility of this contractor to make repairs and/or replacements of hard finish surfaces such as concrete, asphalt, roofing, etc.
- C. The method of patching and repair shall follow good construction practices and all finished surfaces shall match materials and finish wherein the demolition occurred.

2.3 EXISTING EQUIPMENT

- A. The following is a part of this project and all costs pertaining thereto shall be included in the base bid.
- B. The new electrical equipment and apparatus shall be coordinated and connected into the existing system as required. Auxiliary systems shall comply, unless otherwise specified.
- C. The existing electrical devices, conduit and/or equipment that for any reason obstructs construction shall be relocated. Provide conduit, wiring, junction boxes, etc. as required to extend existing circuits and systems to relocated devices or equipment.
- D. When installing equipment, conduit, cable, devices, etc., in, or into the existing building, it shall be concealed.
- E. All existing electrical equipment and systems in portions of the building not being remodeled shall be kept operational, in service and in working condition throughout the entire construction period. Restore any circuits and systems interrupted. Provide temporary panels, temporary wiring and conduit, etc. as required.
- F. Maintain circuit integrity and continuity of all existing circuits and systems that interfere with or are interrupted by remodel work unless those circuits are to be abandoned completely. Maintain all circuits and systems in operation during construction. Provide temporary panels, temporary wiring and conduit, etc. as required.
- G. Existing raceways may be used where possible in place, except as noted. All circuits, conduit and wire that are not used in the remodeled area shall be removed back to the panelboard, where it shall be labeled a spare with circuit number indicated. Re-used raceway shall meet all requirements for new installations.
- H. Obtain permission from the Architect and Owner's representative before penetrating any ceiling, floor, and wall surfaces.
- I. Any and all equipment having electrical connections that require disconnecting and reconnection at the same or another location throughout the course of construction shall be included as part of this contract.

END OF SECTION 264119