

Project Manual For:

# Clinton County Administration Building

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Elevator Replacement  
Clinton, Iowa



IIW, P.C.  
4155 Pennsylvania Avenue  
Dubuque, IA 52002-2628  
T 563.556.2464 | F 563-556-7811 | [www.iiwengr.com](http://www.iiwengr.com)

IIW Project No.: 20034  
Issue Date: May 12, 2020

DOCUMENT 000101 – PROJECT TITLE PAGE

Clinton County Administration Building  
Elevator Replacement  
Clinton, Iowa

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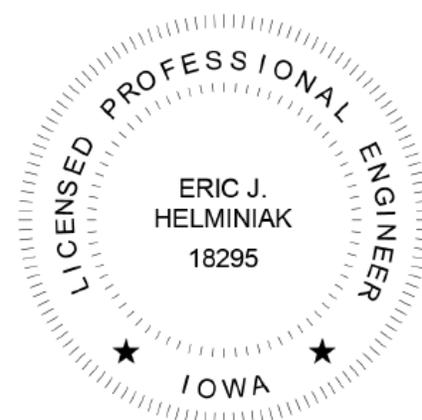
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**SECTION 000102 – CERTIFICATION PAGE**

Clinton County Administration Building  
 Elevator Replacement  
 Clinton, Iowa

	I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a Registered Architect under the laws of the State of Iowa. <b>FOR IIW, P.C.</b>
	May 12, 2020 Date
Michael A. Ruden, AIA. License Number 6456 My license renewal date is June 30, 2021 Sections covered by this seal: 07, 09 and 14	

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. <b>FOR IIW, P.C.</b>
	May 12, 2020
Eric J. Helminiak, P.E. License Number 18295 My license renewal date is December 31, 2020 Sections covered by this seal: 04 and 05	

**SECTION 000102 – CERTIFICATION PAGE**

Clinton County Administration Building  
Elevator Replacement  
Clinton, Iowa

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. <b>FOR MODUS</b></p>
	<p style="text-align: right;">May 12, 2020</p> <p>Trevor Conrad, P.E. License Number 17602 My license renewal date is December 31, 2020 Sections covered by this seal: 22, 23, 26 and 28</p>

**END OF SECTION 000102**

**DOCUMENT 000102 – PROJECT DIRECTORY**

Clinton County Administration Building  
Elevator Replacement  
Clinton, Iowa

IIW, P.C.  
4155 Pennsylvania Avenue  
Dubuque, Iowa  
Phone: 563-556-2464

Architect & Project Manager

Mark Fassbinder  
[m.fassbinder@iiwengr.com](mailto:m.fassbinder@iiwengr.com)

Structural Engineer

Eric Helminiak  
[e.helminiak@iiwengr.com](mailto:e.helminiak@iiwengr.com)

Modus Engineers  
118 E College St. Suite 200  
Iowa City, IA 52240  
Phone: 319-248-4600

Director in Charge

Trevor Conrad  
[tconrad@modus-eng.com](mailto:tconrad@modus-eng.com)

Mechanical Engineer

Kevin Panczyk  
[kpanczyk@modus-eng.com](mailto:kpanczyk@modus-eng.com)

Project Manager

Trevor Conrad  
[tconrad@modus-eng.com](mailto:tconrad@modus-eng.com)

Electrical Engineer

Andrew Weber  
[aweber@modus-eng.com](mailto:aweber@modus-eng.com)

**SECTION 000110**

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## NOTICE TO BIDDERS

### CLINTON COUNTY ADMINISTRATION BUILDING ELEVATOR REPLACEMENT

Clinton County is seeking bidders to bid to contract for public improvements for elevator replacement at the Clinton County Administration Building, located at 1900 N. 3rd St, Clinton, Iowa

**Time and Place for Filing Sealed Proposals.** Sealed bids for the work to the Clinton County Administration Building located at 1900 N. 3<sup>rd</sup> St, Clinton, Iowa, as stated below must be filed before 2:00 p.m. on June 2, 2020, in the Office of the County Auditor, Clinton County Administration Building, 1900 N. 3<sup>rd</sup> St., Clinton, IA 52732.

**Time and Place Sealed Proposals will be Opened and Considered.** Sealed proposals will be opened, and bids tabulated shortly after 2:00 p.m. on June 2, 2020, at the Clinton County Administration Building, 1900 N. 3<sup>rd</sup> St., Clinton, Iowa, for consideration by the Clinton County Board of Supervisors (Board) at its meeting on Monday, June 8, 2020. The County of Clinton, Iowa, reserves the right to reject any and all bids. This meeting will be a public meeting, however, due to the current due to COVID-19 restrictions in place for group gatherings, this meeting will be online and any available here:

Webex Meeting over the internet, at:

<https://clintoncountyiowa.my.webex.com/clintoncountyiowa.my/j.php?MTID=m26ad38ab2c21f42a654d9f9757dd5291>

Meeting number (access code): 625 404 451

Meeting password: clinton23

**Time for Commencement and Completion of Work.** Work on the Building shall be commenced within ten (10) days after the Notice to Proceed has been issued and shall be completed by January 22, 2021.

**Bid Security.** Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8 as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, acceptable to the governmental entity, for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the amount of the contract. The bid security shall be in the amount of ten percent (10%) of the amount of the contract and shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally-chartered bank, or a certified share draft drawn on a state-chartered or federally-chartered credit union, or the governmental entity may provide for a bidder's bond with corporate surety satisfactory to the governmental entity. The bid bond shall contain no conditions except as provided in this section.

**Contract Documents.** Copies of the Construction Bidding Documents may be obtained by contacting Clinton Printing Company, 1402 Roosevelt Street, Clinton, Iowa, 52732, phone 563-242-7895, on or after May 12, 2020. A deposit of \$100.00 per set of documents or receipt of AGC, AMC, AMEC, MBI or NECA card is required. Checks should be made out to Clinton County Auditor. Deposits will be refunded upon return of the Construction Bidding Documents in good condition within ten (10) days after bid opening.

Copies of the Construction Bidding Documents may be viewed at the Clinton County Administration Building, 1900 N. 3<sup>rd</sup> St., Clinton, Iowa. Prospective Bidders may contact Corey R. Johnson, Manager, Clinton County Building Maintenance, Clinton County Administration Building, 1900 N. 3<sup>rd</sup> Street, Clinton, Iowa 52732; office phone #(563) 243-2160 or by email: [cjohnson@clintoncounty-ia.gov](mailto:cjohnson@clintoncounty-ia.gov) to set up a time to view the documents.

Project information will also be posted on the County's website at [www.clintoncounty-ia.gov](http://www.clintoncounty-ia.gov), and at plan room locations as listed below:

Master Builders of Iowa / Construction Update Plan Room, [www.mbsonline.com](http://www.mbsonline.com)

CMD Group (*formerly Reed Construction Data*), [www.cmdgroup.com](http://www.cmdgroup.com)

Dodge Data & Analytics, <http://construction.com>

Isqft, <http://www.isqft.com>

**Preference for Iowa Products and Labor.** By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa to the extent lawfully required under Iowa statutes.

**Sales Tax.** The bidder should **NOT** include sales tax in its bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

**General Nature of Public Improvement.** The scope of the project includes removal of two existing three stop passenger elevators and replacement with new passenger elevators. Minor modifications to existing elevator shafts. Mechanical and electrical work associated with the elevator and elevator shafts shall also be part of this project.

**To View the Building** (the Clinton County Administration Building) located at 1900 N. 3<sup>rd</sup> St., Clinton, Iowa: Prospective Bidders may contact Corey Johnson, Manager, Clinton County Building Maintenance, Clinton County Administration Building, 1900 N. 3<sup>rd</sup> St., Clinton, Iowa, 52732; office phone 563-243-2160 or by email: [cjohnson@clintoncounty-ia.gov](mailto:cjohnson@clintoncounty-ia.gov).

For the Clinton County Board of Supervisors,  
Eric Van Lancker  
Clinton County Auditor

## **SECTION 002000**

### **INSTRUCTIONS TO BIDDERS**

#### **DOCUMENTS**

Copies of the Construction Bidding Documents may be obtained by contacting Clinton Printing Company, 1402 Roosevelt Street, Clinton, IA 52732, (563) 242-7895. A deposit of \$100.00 per set of documents or receipt of AGC, AMC, AMEC, MBI or NECA card is required. Deposits will be refunded upon return of the Construction Bidding Documents in good condition within ten (10) days after the bid opening.

Copies of the Construction Bidding Documents may be viewed at the Clinton County Administration Building, 1900 N 3<sup>rd</sup> St, Clinton, IA. Prospective Bidders may contact Corey R. Johnson, Manager, Clinton County Building Maintenance, Clinton County Administration Building, 1900 N. 3<sup>rd</sup> Street, Clinton, Iowa 52732; office phone #(563) 243-2160 or by email: [cjohnson@clintoncounty-ia.gov](mailto:cjohnson@clintoncounty-ia.gov) to set up a time to view the documents.

Project information will also be posted on the County's website at [www.clintoncounty-ia.gov](http://www.clintoncounty-ia.gov)

The County requests non-bidders to return documents as soon as possible before bid opening.

#### **EXAMINATION**

Bidders shall use complete sets of Bidding Documents in preparing Bids. Examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions that can be determined by examining the documents and site.

Bidders are cautioned to be alert for the possibility of missing Project Manual pages. In all cases, pages are numbered consecutively within each section, and "END OF SECTION" identifies the final page of each section.

#### **QUESTIONS AND INTERPRETATIONS**

Submit questions about the Bidding Documents to IIW, P.C. in writing. Replies will be issued to Document holders of record as Addenda to the Drawings and Specifications and will become part of the Bidding Documents. The Architect and Owner will not be responsible for oral clarification.

Failure to request clarification will not waive the responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing of the Agreement will be considered as implicitly denoting thorough comprehension of intent of the Bidding Documents.

#### **PRODUCT OPTIONS**

To obtain approval to use an unspecified product, deliver written requests to the Architect at least TEN (10) days before the bid date. Late requests will not be considered. Clearly describe and indicate the product for which approval is requested, including data, clearly marked necessary to demonstrate acceptability. Written request must indicate the section number, page number and line number of the Specification for the request of the product being made. Contractor must use Substitution Request(During

the Bidding Phase) Form within the project specification manual. If the product is acceptable, the Architect will approve it in an Addendum issued to plan holders on record. If the requested product substitution is not approved via addendum, then the substitution request is not approved.

### **INSPECTION SITE**

Each Bidder should visit the site(s) and/or building(s) of the proposed work and fully acquaint themselves with the existing conditions relating to the project and should inform themselves as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize themselves with the specifications and all other Construction Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint themselves with the conditions there existing and the County will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### **PRE-BID INFORMATION**

Prospective Bidders may contact Corey R. Johnson, Manager, Clinton County Building Maintenance, Clinton County Administration Building, 1900 N. 3<sup>rd</sup> Street, Clinton, Iowa 52732; office phone #(563) 243-2160 or by email: [cjohnson@clintoncounty-ia.gov](mailto:cjohnson@clintoncounty-ia.gov). Contractors wishing to submit a bid for this work are responsible for becoming familiar with the project and existing conditions.

Due the current Coronavirus Pandemic (also known as COVID-19) in the United States of America and around the world, the MANDATORY BY GENERAL CONTRACTORS pre-bid conference will be a virtual tour of the building. As everyone continues to monitor the CDC, WHO, and Iowa Department of Public Health. Requirements may change in Iowa and you will be contacted by the email address provided to the Architect for updated information as to revised best course of action. Please follow the current CDC ([www.cdc.gov](http://www.cdc.gov)), WHO, and Iowa Department of Public Health requirements with social distancing and if you are aware of your own potential exposure to a positive COVID-19 test or are experiencing respiratory symptoms, please send another person if touring the building

### **PREPARATION OF BIDS**

- a. All bids must be submitted on the Bid Proposal Forms (**BID FORMS 1A & 1B**) supplied by the County and bound in the Construction Documents Manual. Bid amounts shall be both written and printed in the space provided. In case of conflicts between figures, the written amount will prevail. All bids shall be subject to all requirements of the Construction Documents including INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid Proposal Forms (**BID FORMS 1A & 1B**) and Bid Bond, shall be enclosed in a sealed envelope and clearly labeled with the project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The County may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form(s) hereto attached and at its option may reject the same.

- d. If the Contract is awarded, it will be awarded by the County to a responsible Bidder on the basis of the Bid most favorable to the County. The Contract will require the completion of work according to the Construction Documents.
- e. Each Bidder shall include in his bid, in the appropriate spaces therefore, the proposed cost of performing said work in compliance with the Construction Documents including all items of labor, equipment, materials and overhead.

**BID SECURITY**

Bidders are referred to the Bid Proposal Schedule (**BID FORMS 1A**) executed by the Bidder and an acceptable surety; or a cashier's or certified check payable to the County Treasurer, Clinton County, Iowa, drawn on a bank of Iowa or a bank chartered under the laws of the United States, in the amount of ten percent (10%) of the bid submitted as security that the Bidder will enter into a contract for doing the work and will give bond with proper securities for the faithful performance of the contract in the form attached to the specifications.

**DELIVERY OF BIDS**

Bids can be provided to the Owner by the one of the following methods:

- 1. Mail Bids to this address:

Eric Van Lancker  
Clinton County Auditor  
1900 N 3<sup>rd</sup> St  
Clinton, Iowa 52732

- 2. Deliver Bids to this address:

Eric Van Lancker  
Clinton County Auditor  
1900 N 3<sup>rd</sup> St  
Clinton, Iowa 52732

**CORRECTIONS**

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

**SALES TAX**

Pursuant to Iowa Code Sections: 422.42(15) & (16), and 422.47 (5), the Contractor will be Authorized to purchase construction materials in Iowa for this project tax free. Clinton County, as the "exempt Entity" shall issue an exemption certificate to be used by the Contractor and his subcontractors to purchase materials tax free for the designated project.

The Contractor shall immediately, upon notification of Contract award, provide the County Representative with a list of all subcontractors to be used on the project in order that the County may identify them in the exemption certificate.

If successful bidder is a non-Iowa partnership, individual, or corporation, bidder shall furnish evidence, prior to execution of Contract, that bond or securities have been posted with the Iowa Division of Labor in the amount required by law.

### **BIDDER STATUS FORM**

ALL bidders are required to complete the Bidder Status form included in the project specification manual and submit this completed and signed form with their bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

### **TIME FOR RECEIVING BIDS**

Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

### **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the County will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities, therein, Bidders and other persons properly interested may be present, in person or by representative.

### **WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request by the Bidder received prior to the time fixed for opening. The Bid Bond of any bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### **AWARD OF CONTRACTS: REJECTION OF BIDS**

- a. The Contract (**CONTRACT FORM 3**) shall be awarded to the lowest responsible Bidder complying with the conditions of the NOTICE TO BIDDERS provided such Bid is reasonable and it is to the interest of the County to accept it. The County, however, reserves the right to reject any and all Bids and to waive any formality in bids received whenever such rejection or waiver is in the County's interest. The Bidder to whom the award is made shall be notified at the earliest possible date.
- b. The County reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of the work involved in the completion of the project.

### **EXECUTION OF CONTRACT: PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

- a. Subsequent to the award and within seven (7) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the County a Contract in the form included (CONTRACT FORM 4) in the Construction Documents in such number of copies as the County may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a Contractor's Performance, Payment and Maintenance Bond in the same form that

included in the Construction Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

- c. The failure of the successful Bidder to execute such Contract and to supply the required bond(s) within seven (7) days after the prescribed forms are presented for signature, or within such extended period as the County may grant, based upon reasons determined sufficient by the County, shall constitute a default, and the County may either award the Contract to the next best responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the County for a refund.

### **AMERICAN-MADE EQUIPMENT & PRODUCTS**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa to the extent lawfully required under Iowa statutes.

### **NONDISCRIMINATION**

In carrying out the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability. All businesses, including minority owned, female owned, or small businesses are encouraged to participate.

END OF SECTION 002000

**BID PROPOSAL SCHEDULE**

**Clinton County Administration Building  
Elevator Replacement**

**LUMP SUM BID:**

BIDDER agrees to complete the Work in accordance with the Contract Documents for the following:

TOTAL BASE BID LUMP SUM PRICE:

\_\_\_\_\_ (use words)  
\$ \_\_\_\_\_ (figures)

**END OF SECTION 004100**

# Bidder Status Form

## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

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

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

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

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

*You may attach additional sheet(s) if needed.* City, State, Zip: \_\_\_\_\_

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

\_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids  
per 875 Iowa Administrative Code Chapter 156.**

**This form has been approved by the Iowa Labor Commissioner.**

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**LABOR SERVICES DIVISION[875]**

**Adopted and Filed**

Pursuant to the authority of Iowa Code section 73A.21, the Labor Commissioner hereby adopts a new Chapter 156, "Bidder Preferences in Government Contracting," Iowa Administrative Code.

This amendment adopts new rules concerning preferences for resident bidders on government construction projects. The new chapter sets forth requirements for a public body involved in a public improvement and sets forth enforcement procedures.

Notice of Intended Action was published in the October 30, 2013, Iowa Administrative Bulletin as **ARC 1160C**. Public comments regarding the proposed rules were received. Commenters stated that some of the rules could be misinterpreted and that some of the rules were beyond the statutory authority of Iowa Code section 73A.21. Commenters expressed ideas on how to make the bidding process more efficient. Commenters also questioned the constitutionality of Iowa Code section 73A.21. One commenter suggested adding compliance with Iowa Code chapter 91C as a basis to find that a company is authorized to transact business in Iowa.

These rules are not identical to those published under Notice of Intended Action. Some changes are technical; other more substantive changes are described below.

References to "domicile" were removed from several rules.

Subrule 156.2(1) was changed to clarify that the requirements apply only to a project to be awarded to the lowest responsible bidder; to clarify that only office addresses, not construction worksites, must be reported; to remove a reference to perjury; and to change the deadline for submitting a statement to the public body.

Paragraph 156.2(2)"b" was changed by deleting the phrase "under this Act."

Subrule 156.2(3) was changed by adding new paragraph "k" concerning construction contractor registration, and by clarifying that compliance with only one of the lettered paragraphs in the subrule is necessary.

Paragraph 156.2(4)"b" was changed by adding the phrase "if applicable."

In rule 875—156.3(73A), the term "public body" replaced the term "nonresident bidder."

A new rule 875—156.9(73A) containing a severability clause was added.

The principal reason for adoption of this amendment is to implement legislative intent. No variance procedures are included in these rules because variance provisions are set forth in 875—Chapter 1.

After analysis and review of this rule making, no impact on jobs has been found.

These rules are intended to implement Iowa Code section 73A.21.

These rules shall become effective on February 12, 2014.

The following amendment is adopted.

Adopt the following new 875—Chapter 156:

CHAPTER 156

BIDDER PREFERENCES IN GOVERNMENT CONTRACTING

**875—156.1(73A) Purpose, scope and definitions.** These rules institute administrative and operational procedures for enforcement of the Act. The definitions and interpretations contained in Iowa Code section 73A.21 shall be applicable to such terms when used in this chapter.

"Act" means Iowa Code section 73A.21.

"Affiliate," when used with respect to any specified person or entity, means another person or entity that, either directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control or ownership with, such specified person or entity.

"Commissioner" means the labor commissioner appointed pursuant to Iowa Code section 91.2, or the labor commissioner's designee.

"Division" means the division of labor of the department of workforce development.

“*Nonresident bidder*” means a person or entity that does not meet the definition of a resident bidder, including any affiliate of any person or entity that is a nonresident bidder.

“*Parent*,” when used with respect to any specified person or entity, means an affiliate controlling such specified person or entity directly or indirectly through one or more intermediaries.

“*Public body*” means the state and any of its political subdivisions, including a school district, public utility, or the state board of regents.

“*Public improvement*” means a building or other construction work to be paid for in whole or in part by the use of funds of the state, its agencies, and any of its political subdivisions and includes road construction, reconstruction, and maintenance projects.

“*Public utility*” includes municipally owned utilities and municipally owned waterworks.

“*Resident bidder*” means a person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

“*Resident labor force preference*” means a requirement in which all or a portion of a labor force working on a public improvement is a resident of a particular state or country.

“*Subsidiary*,” when used with respect to any specified person or entity, is an affiliate controlled by such specified person or entity directly or indirectly through one or more intermediaries.

#### **875—156.2(73A) Reporting of resident status of bidders.**

**156.2(1) *Reporting to public body.*** When a contract for a public improvement is to be awarded to the lowest responsible bidder, the public body shall request a statement from each bidder regarding the bidder’s resident status. The statement shall be on the form designated by the commissioner. The statement shall require the bidder to certify whether the bidder is a resident bidder or a nonresident bidder. In the case of a resident bidder, the statement shall require the resident bidder to identify each office at which the resident bidder has conducted business in the state during the previous three years and the dates on which the resident bidder conducted business at each office. In the case of a nonresident bidder, the statement shall require the nonresident bidder to identify the nonresident bidder’s home state or foreign country as reported to the Iowa secretary of state, to identify each preference offered by the nonresident bidder’s home state or foreign country, and to certify that, except as set forth on the form, there are no other preferences offered by the nonresident bidder’s home state or foreign country. The statement shall include such additional information as requested by the commissioner. The statement must be signed by an authorized representative of the bidder. A fully completed statement shall be deemed to be incorporated by reference into all project bid specifications and contract documents with any bidder on a public improvement. Failure to provide the statement with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the public body.

##### **156.2(2) *Determining residency status.***

*a.* For purposes of the Act, a person or entity is a resident bidder if the person or entity:

(1) Is authorized to transact business in Iowa; and

(2) Has had one or more places of business in Iowa at which it is conducting or has conducted business in this state for at least three years immediately prior to the date of the first advertisement for the public improvement.

*b.* If the person or entity is a resident of a state or foreign country that has a more stringent definition than is set forth in paragraph 156.2(2)“*a*” for determining whether a person or entity in that state or country is a resident bidder, then the more stringent definition applies.

**156.2(3) *Determining authorization to transact business.*** A person or entity is authorized to transact business in the state if one or more of the following accurately describes the person or entity:

*a.* In the case of a sole proprietorship, the sole proprietor is an Iowa resident for Iowa income tax purposes;

*b.* In the case of a general partnership or joint venture, more than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes;

c. In the case of a limited liability partnership which has filed a statement of qualification in this state, the statement has not been canceled;

d. In the case of a limited liability partnership whose statement of qualification is filed in a state other than Iowa, the limited liability partnership has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed pursuant to Iowa Code section 486A.105(4);

e. In the case of a limited partnership or limited liability limited partnership whose certificate of limited partnership is filed in this state, the limited partnership or limited liability limited partnership has not filed a statement of termination;

f. In the case of a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership;

g. In the case of a limited liability company whose certificate of organization is filed in this state, the limited liability company has not filed a statement of termination;

h. In the case of a limited liability company whose certificate of organization is filed in a state other than Iowa, the limited liability company has received a certificate of authority to transact business in this state and the certificate has not been revoked or canceled;

i. In the case of a corporation whose articles of incorporation are filed in this state, the corporation (1) has paid all fees required by Iowa Code chapter 490, (2) has filed its most recent biennial report, and (3) has not filed articles of dissolution;

j. In the case of a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation (1) has received a certificate of authority from the Iowa secretary of state, (2) has filed its most recent biennial report with the secretary of state, and (3) has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked; or

k. The person or entity is registered with the Iowa division of labor as a construction contractor pursuant to Iowa Code chapter 91C.

**156.2(4) *Determining if bidder has conducted business in state.*** In order to determine if a bidder has a place of business for transacting business within Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement of the public improvement, the bidder shall meet the following criteria for the three-year period prior to the first advertisement for the public improvement:

a. Continuously maintained a place of business for transacting business in Iowa that is suitable for more than receiving mail, telephone calls, and e-mails; and

b. Conducted business in the state for each of those three years and filed an Iowa income tax return, if applicable, made payments to the Iowa unemployment insurance fund, if applicable, and maintained an Iowa workers' compensation policy, if applicable, in effect for each of those three years.

**875—156.3(73A) Application of preference.** When awarding a contract for a public improvement to the lowest responsible bidder, the public body shall allow a preference to a resident bidder as against a nonresident bidder that is equal to any preference given or required by the home state or foreign country in which the nonresident bidder is a resident without regard to whether such preferences are actually enforced by the applicable regulatory body in each state. If the bidder is a subsidiary of a parent that would be a nonresident bidder if such parent were to bid on the public improvement in its own name, then the public body shall allow a preference as against such bidder that is equal to the preference given or required by the home state or foreign country of the bidder's parent. In the instance of a labor force preference, a public body shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the home state or foreign country of the nonresident bidder, or the parent of a resident bidder if the parent would qualify as a nonresident bidder if such parent were to bid on the public improvement in its own name.

A preference shall not be applied to a subcontractor unless the home state or foreign country of the nonresident bidder to whom the contract was awarded would apply a preference to the subcontractor.

Specific methods of calculating and applying a preference shall mirror those that apply in the home state or foreign country of the nonresident bidder to whom the contract was awarded. In the event that the specific method used by the nonresident bidder's home state or foreign country cannot be determined, the calculation for a labor force preference shall include only the labor force working on the public improvement in Iowa on a regular basis calculated by pay period.

**875—156.4(73A) Complaints regarding alleged violations of the Act.**

**156.4(1) *Complaints.*** Any person with information regarding a violation of the Act may submit a written complaint to the commissioner. Any complaint must provide the information required pursuant to subrule 156.4(2) or as much of such information as is reasonably practicable under the circumstances. The completed written complaint form shall be submitted to the commissioner at Labor Services Division, 1000 East Grand Avenue, Des Moines, Iowa 50319.

**156.4(2) *Written complaint form.*** The commissioner shall prepare a written complaint form that a person with information regarding a potential violation of the Act may submit pursuant to subrule 156.4(1). The written complaint form shall request the following information: the name, address, telephone number, and e-mail address of the complainant; the name of the bidder that is believed to have violated the Act; a description of any relationships between the complainant and the bidder; an identification of the public body to which the bidder submitted a bid; the home state or foreign country of the bidder; a description of the goods and services provided under the bid; and such additional information as requested by the commissioner.

**156.4(3) *Availability of written complaint form.*** The written complaint form shall be available in all division offices and on the department of workforce development's Internet Web site.

**875—156.5(73A) Nonresident bidder record-keeping requirements.** While participating in a public improvement, a nonresident bidder from a home state or foreign country with a resident labor force preference shall make and keep, for a period of not less than three years, accurate records of all workers employed by the contractor or subcontractor on the public improvement. The records shall include each worker's name, address, telephone number if available, social security number, trade classification, and starting and ending date of employment.

**875—156.6(73A) Investigations; determination of civil penalty.** The commissioner or an authorized designee shall cause an investigation to be made into charges of violations of the Act, including allegations set forth in a written complaint.

**156.6(1) *Investigative powers.*** The commissioner or the authorized designee shall have the following powers:

*a. Hearings.* The commissioner may hold hearings and investigate charges of violations of the Act.

*b. Entry into place of employment.* The commissioner may, consistent with due process of law, enter any place of employment to inspect records concerning labor force residency, to question an employer or employee, and to investigate those facts, conditions, or matters as are deemed appropriate in determining whether any person has violated the provisions of the Act. The commissioner shall only make an entry into a place of employment in response to a written complaint.

*c. Residency of workers.* The commissioner may investigate and ascertain the residency of a worker engaged in any public improvement in this state.

*d. Oaths; depositions; subpoenas.* The commissioner may administer oaths, take or cause to be taken deposition of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, registers, payrolls, and other evidence relevant to a matter under investigation or hearing.

*e. Employment of personnel.* The commissioner may employ qualified personnel as are necessary for the enforcement of Iowa Code section 73A.21. The personnel shall be employed pursuant to the merit system provisions of Iowa Code chapter 8A, subchapter IV.

*f. Request for records.* The commissioner shall require a contractor or subcontractor to file, within 10 days of receipt of a request, any records enumerated in rule 875—156.5(73A). If the contractor or subcontractor fails to provide the requested records within 10 days, the commissioner may direct, within 15 days after the end of the 10-day period, that the fiscal or financial office charged with the custody and disbursement of funds of the public body that contracted for construction of the public improvement or undertook the public improvement, to withhold immediately from payment to the contractor or subcontractor up to 25 percent of the amount to be paid to the contractor or subcontractor under the terms of the contract or written instrument under which the public improvement is being performed. The amount withheld shall be immediately released upon receipt by the public body of a notice from the commissioner indicating that the request for records as required by this paragraph has been satisfied.

**156.6(2) Division determination.** Upon conclusion of an investigation, the commissioner or an authorized designee shall issue a written determination to the party that was the subject of the investigation. The determination shall indicate whether or not the division finds a violation of the Act by the party. If the determination indicates that the party engaged in a violation of the Act, the determination shall also indicate the remedies the division intends to pursue as a result of the violation.

**156.6(3) Informal conference.** A party seeking review of the division's determination pursuant to this rule may file a written request for an informal conference. The request must be received by the division within 15 days after the date of issuance of the division's determination. During the conference, the party seeking review may present written or oral information and arguments as to why the division's determination should be amended or vacated. The division shall consider the information and arguments presented and issue a written decision advising all parties of the outcome of the informal conference.

**875—156.7(73A) Remedies.** Following the conclusion of the informal conference, or following the expiration of the time in which a party may file a written request for an informal conference, the division may pursue the following remedies.

**156.7(1) Injunctive relief.** If the division determines that a violation of the Act has occurred, the division may sue for injunctive relief against the awarding of a contract, the undertaking of a public improvement, or the continuation of a public improvement.

**156.7(2) Civil penalty.** Any person or entity that violates the provisions of this chapter is subject to a civil penalty in an amount not to exceed \$1,000 for each violation found in a first investigation by the division, not to exceed \$5,000 for each violation found in a second investigation by the division, and not to exceed \$15,000 for a third or subsequent violation found in any subsequent investigation by the division. Each violation of this chapter for each worker and for each day the violation continues constitutes a separate and distinct violation. In determining the amount of the penalty, the division shall consider the appropriateness of the penalty to the person or entity charged, upon determination of the gravity of the violation(s). The collection of these penalties shall be enforced in a civil action brought by the attorney general on behalf of the division.

**875—156.8(73A) Compliance with federal law.** If it is determined that application of this chapter and the Act may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of this chapter shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

**875—156.9(73A) Severability.** If any rule under this chapter, any portion of a rule under this chapter, or the applicability of any rule under this chapter to any person or circumstance is held invalid by a

court, the remainder of these rules or the rules' applicability to other persons or circumstances shall not be affected.

These rules are intended to implement Iowa Code section 73A.21.

[Filed 12/16/13, effective 2/12/14]

[Published 1/8/14]

EDITOR'S NOTE: For replacement pages for IAC, see IAC Supplement 1/8/14.

**BID PROPOSAL FORM**

**Clinton County Administration Building  
Elevator Replacement**

The bidder hereby certifies that they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provision contained herein, and of the site of the work, and the bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understand that all quantities of work, whether increased or decreased, are to be performed at the unit price as stipulated herein; the bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and time prescribed and to do the work at the prices herein set out.

Accompanying this proposal in a separate envelope is a cashier's or certified check payable to the County Treasurer, Clinton County, Iowa, drawn on a bank in Iowa or a bank chartered under the laws of the United States, in the amount of ten percent (10%) of the bid submitted; or a bid bond in the penal sum of ten percent (10%) of the bid submitted executed by the bidder and an acceptable Corporate Surety. It is understood that this proposal guarantee will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

The bidder further agrees to execute a formal contract and bond, if required by the contract documents, within seven (7) days of the award of the contract by the County, and that they will commence work on or about ten (10) days after the date of the contract, and will complete the work within the specified contract period or pay the liquidated damages stipulated in the contract documents.

The bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
Contractor Address  
Individual ( ) Partnership ( ) Corporation ( )  
\_\_\_\_\_  
City

By: \_\_\_\_\_  
Signature State Zip  
\_\_\_\_\_  
Title Date

**BID BOND**

**Clinton County Administration Building  
Elevator Replacement**

KNOWN ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal (Contractor), and \_\_\_\_\_, as Surety, are held and firmly bound unto the unto the County of Clinton, Iowa (County), in the penal sum of \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the Clinton County Administration Building Elevator Replacement.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein during the opening of same, or if no period specified, within sixty (60) days after said opening, and shall within the period specified therefore, if no period be specified, within seven (7) days after the prescribed forms are presented to him for signature, enter into a written contract with the Municipality, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Municipality in liquidations of damages sustained in the event that the afore described bidder, Principal, fails to execute the contract and provide the bond as provided in the specifications or by law.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 004400**

**BID PROPOSAL SUBMITTAL CHECKLIST**

**Clinton County Administration Building  
Elevator Replacement  
Clinton, Iowa**

Checking your bid submittal, before filing, against the following checklist will assist preventing minor errors or omissions, which could result in disqualifications of your bid because of technicalities.

1. Bid Proposal must be submitted on forms provided:

BID PROPOSAL SCHEDULE  
Bid Form 1A

BID PROPOSAL FORM  
Bid Form 1B

2. Acknowledge receipt of all addendum(s) on Bid Proposal (Bid Form 1B).
3. Bid Proposal (Bid Form 1B) must be SIGNED by an authorized agent.
5. Bid Proposal must be accompanied by a BID BOND in an amount not less than ten percent (10%) of the bid submitted or Certified check made payable to the "County of Clinton" in an amount not less than ten percent (10%) of the bid submitted.

Bid Bond, if used, must be SIGNED by both the bidder and the Surety or Surety's Agent. Signature of Surety's Agent must be supported by accompanying Power of Attorney.

6. Bid Proposals must be submitted in a SEALED envelope, which shall be addressed as follows:

Office of County Auditor  
Clinton County Administration Building  
1900 N. 3<sup>rd</sup> Street  
Clinton, Iowa, 52732

and shall be clearly labeled as follows:

Clinton County Courthouse Roof Replacement

9. A fully executed and SIGNED Bidder Status Form MUST accompany each bid. This form may be downloaded at [https://www.iowadivisionoflabor.gov/sites/authoring.iowadivisionoflabor.gov/files/BP.status.form\\_.pdf](https://www.iowadivisionoflabor.gov/sites/authoring.iowadivisionoflabor.gov/files/BP.status.form_.pdf)
10. Sufficient time should be allowed for mailed bids to be delivered by normal Postal operation. Late bids will not be considered.
11. Bid must not be qualified in any way or contain any reservations not made optional in the Bid Form provided to bidders.

This SPECIAL NOTICE is issued as a reminder against common irregularities in bids, and is not a Contract Document.

END OF SECTION 004400

**COUNTY OF CLINTON, IOWA  
PUBLIC IMPROVEMENT CONTRACT**

**Clinton County Administration Building  
Elevator Replacement  
Clinton, Iowa**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for reference purposes the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Clinton, Iowa, by the Clinton County Board of Supervisors (County) and (Insert Contractors Name) of the County of (Insert Contractors Address City, State).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**CONTRACTOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for the \_\_\_\_\_ (the Project).
2. Contract Documents shall mean and include the following: All ordinances and resolutions heretofore adopted by the County having to do with the Project; the Notice to Bidders; the Contractor’s Proposal; and the Plans, Specifications, and General Requirements as adopted by the County for the Project.
3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the County.
4. The Contractor shall remove any materials rejected by the County as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the County at the cost and expense of the Contractor.
5. Five percent (5%) of the Contract price shall be retained by the County for a period of thirty (30) days after final completion and acceptance of the Project by the County to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The County shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the County until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the specifications including General Requirements and has examined and understands the plans herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
7. In addition to the guarantee provided for in the specifications, the Contractor shall also make good any other defect in any part of the Project due to improper construction notwithstanding the fact that

said Project may have been accepted and fully paid for by the County, and the Contractor's bond shall be security therefore.

8. The Contractor shall fully complete the Project under this Contract shall be completed as follows:

\_\_\_\_\_

9. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**THE COUNTY AGREES:**

Upon the completion of the Contract, and the acceptance of the Project by the Clinton County Board of Supervisors, the County agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total number of units completed at the unit prices stated in the Contractor's Proposal and less any liquidated damages provided for in the Contract Documents. The number of units stated in the plans and specifications is approximate only and the final payment shall be made by the work covered by the Contract.

CONTRACT AMOUNT \$ \_\_\_\_\_ (Insert Contract Amount)

**FURTHER CONDITIONS**

The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer, whereby it has paid or is to pay any other bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any agreement or arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the letting of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event be less than the amount specified as liquidated damages to the County.

The surety on the bond furnished for this Contract, shall in addition to all other provisions, be obligated to the extent provided for by Iowa Code § 573.6, relating to this Contract, which provisions apply to said bond.

The Contractor agrees, and its bond shall be surety therefore, that it will keep and maintain the Project in good repair for a period of two (2) year(s) after acceptance of the same by the County and its bond shall be security therefore.

The County of Clinton and the Contractor agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

The County of Clinton and the Contractor agree that Davis-Bacon Federal prevailing predetermined wage rates and related labor requirements and regulations **will not apply** to work under the contract.

The County of Clinton and the Contractor agree that equipment or products authorized to be purchased with federal funding awarded for this contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606 (a) and (b).

**COUNTY OF CLINTON, IOWA**

**PRINCIPAL:**

By \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**COUNTY OF CLINTON, IOWA  
PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS: That (Insert Contractors Name) as Principal (Contractor) and \_\_\_\_\_ as Surety are held firmly bound unto the County of Clinton, Iowa (County), in the penal sum of \$ \_\_\_\_\_ (Insert Contract Amount) the same being 100% of the total price of the Contract for the Project herein referred to, lawful money of the United States of America, well and truly to be paid to said County of Clinton, and to all other parties who, under the provisions of the laws of Iowa, are intended to be protected and secured hereby for which payment we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

Dated at Clinton, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and duly attested and sealed.

WHEREAS, the said Contractor by a Contract dated (Insert Contract Date: Month XX, 2020), incorporated herein by reference, has agreed with said County of Clinton to perform all labor and furnish all materials required to be performed and furnished for the Clinton County Courthouse Roofing Replacement (the Project) according to the Contract and Construction Documents prepared therefore.

It is expressly understood and agreed by the Contractor and Surety bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE BOND:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the Project, and shall indemnify and save harmless the County from all outlay and expense incurred by the County by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT BOND:** The Contractor and the Surety shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the County is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE BOND:** The Contractor and the Surety hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Two (2) year(s) from the date of acceptance of the work under the Contract by the Board of Supervisors of the County of Clinton, Iowa, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the County the reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the County all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the County at the time such work was accepted.

NOW, THEREFORE, the condition of this obligation is such that if the said Contractor shall perform all of the work contemplated by the Contract in a workmanlike manner and in strict compliance with the plans and specifications, and will pay all claims for labor and materials used in connection with said Project, to indemnify the said County for all damages, costs and expense incurred by reason of damages to persons or property arising through the performance of said Contract, and will reimburse the County for any outlay of money which it may be required to make in order to complete said Contract according to the Construction Documents and will maintain in good repair said Project for the period specified in the Contract where this bond is obligated for maintenance, and will faithfully comply with all of the provisions of Section 573 of the Code of Iowa, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

All the conditions of this bond must be fully complied with before the Contractor or the Surety will be released.

The Contract, Contractor's Proposal, and Construction Documents shall be considered as a part of this Bond just as if their terms were repeated herein.

Dated at Clinton, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**COUNTY OF CLINTON, IOWA**

**PRINCIPAL:**

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SURETY:**

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Attorney In-Fact

**SECTION 005400**

**COUNTY OF CLINTON, IOWA  
SALES AND USE TAX EXEMPTION CERTIFICATE**

The County of Clinton, as a designated exempt entity awarding construction contracts on or after January 1, 2003, may issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). This special exemption certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials. If the Jurisdiction, at its option, decides to utilize this exemption option, it will so state by special provision and publication in the Notice of Hearing and Letting.

1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction in accordance with Section 1030, 1.10, B. These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the tax exemption certificate and provide a copy to each supplier providing construction material. These tax exemption certificates and authorization letters are applicable only for the work under the contract.
2. At the time the Contractor requests permission to sublet in accordance with said Section 1030, 1.10, B, the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors, including the Federal Employer Identification Number (FEIN) for the Contractor and all subcontractors, as well as the name, address, telephone number, and a representative of the organization which will perform the work, a description of the work to be sublet, and the associated cost.
3. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

**PROJECT INFORMATION REQUIREMENTS FOR  
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES  
FOR CONTRACTORS & SUBCONTRACTORS**

Please complete this form in its entirety and submit along with the executed Construction Contracts, Bonds and Certificate of Insurance. Upon receipt, the County of Clinton will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Construction Project free from State of Iowa Sales Tax.

Construction Project Name:	
----------------------------	--

Project Description:	
----------------------	--

Start Date (Bid letting date):	
--------------------------------	--

Completion Date:	
------------------	--

1.	General Prime Contractor:	
	Contact Name:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

2.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

3.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	

4.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

5.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

6.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

7.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

### **SPECIAL PROVISIONS**

An out-of-State contractor, before commencing a contract in excess of \$5,000.00, shall, pursuant to Iowa Code 91C.7(2), file a bond with the Division of Labor Services of the Department of Employment Services. The Surety Bond shall be executed by a Surety Company authorized to do business in the State of Iowa, and the bond shall be continuous in nature until canceled by the Surety with not less than 30 days written notice to the contractor and to the Division of Labor Services of the Department of Employment Services indicating the Surety's desire to cancel the bond. The bond shall be in the sum of the greater of the following amounts:

- a. \$1,000.00
- b. 5% of the contract price

Release of the bond shall be conditioned upon the payment of all taxes, including contributions due under the unemployment compensation insurance system, penalties, interest, and related fees, which may accrue to the State of Iowa or its subdivision on account of the execution and performance of the contract. If any time during the term of the bond the Department of Revenue and Finance determines that the amount of the bond is not sufficient to cover the tax liabilities accruing to the State of Iowa or its subdivision, the Department will require the bond to be increased by an amount the Department deems sufficient to cover the tax liabilities accrued and to accrue under the contract, as provided under Iowa Code 91C.7(2).

If it is determined that this subsection may cause denial of Federal Funds which would otherwise be available, or would otherwise be inconsistent with requirements of Federal law, this section shall be suspended, but only the extent necessary to prevent denial of the funds or to eliminate the inconsistency with Federal requirements.

**END OF SECTION 005400**

**SECTION 005500**

**INSURANCE SCHEDULE B**

**INSURANCE REQUIREMENTS  
FOR ARTISAN CONTRACTORS OR GENERAL CONTRACTORS TO THE COUNTY OF  
CLINTON**

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance shall be endorsed to provide a thirty (30) day notice of cancellation to the County of Clinton, except for a ten (10) day notice for non-payment, if cancellation is prior to the expiration date.
3. Contractor shall furnish a signed Certificate of Insurance to the County of Clinton, Iowa for the coverage required in Exhibit I. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement-See Exhibit I
  - c) Governmental Immunities Endorsement

\_\_\_\_\_ shall also be required to provide Certificates of Insurance for all subcontractors and all sub-sub contractors who perform work or services pursuant to the provisions of this contract. Said certificates shall meet the insurance requirements as required of \_\_\_\_\_.

4. Each certificate shall be submitted to the County of Clinton.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the County of Clinton. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Contractor shall be required to carry the following minimum coverage/limits or greater if required by law or other legal agreement; as per Exhibit I.

This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project (s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified.

Governmental Immunity endorsement identical or equivalent to form attached.

**INSURANCE SCHEDULE B (Continued)**

**INSURANCE REQUIREMENTS FOR ARTISAN CONTRACTORS OR GENERAL CONTRACTORS TO THE COUNTY OF CLINTON**

Additional Insured Requirement – See Exhibit I.

The County of Clinton, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Class A, B, and C Contractors shall include coverage for The County of Clinton as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04 and CG 20 37 07 04.\*\*

\*ISO CG 20 10 0704 “Additional Insured-Owners, Lessees or Contractors – Scheduled Person or Organization”

\*\*ISO CG 20 37 0704 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

**Completion Checklist**

**Class A Contractors, Class B Contractors and Class C Contractors**

- Certificate of Liability Insurance
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**INSURANCE SCHEDULE B (Continued)**

**EXHIBIT I - Contractors Insurance Requirements**

Contractors shall provide The County of Clinton with a current Certificate of Insurance for this specific project, which is in conformity with this Exhibit and the Contract. The requirements below are the minimum allowable.

**CLASS A:** General Contractors, Contractors, Trade Contractors, Subcontractors, Sub-Sub Contractors, who perform the following work:

<b>Concrete</b>	<b>Paving &amp; Surfacing</b>
<b>Demolition</b>	<b>Plumbing Systems</b>
<b>Earthwork</b>	<b>Reinforcement</b>
<b>Electrical</b>	<b>Roofing &amp; Sheet Metal</b>
<b>HVAC</b>	<b>Site Utilities</b>
<b>Masonry</b>	<b>Special Construction</b>
<b>Miscellaneous Steel</b>	<b>Structural Steel &amp; Decking</b>

**General Liability (Occurrence Form Only)**

**Commercial General Liability**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Additional Insured** - The County of Clinton, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as additional insured including ongoing operations CG 20 10 07 04 or equivalent, and completed operations CG 20 37 07 04 or equivalent.

**Automobile \$1,000,000 (Combined Single Limit)**

**Standard Workers Compensation – with waiver of subrogation to County of Clinton**

**Statutory for Coverage A**

**Employers Liability:**

Each Accident	\$ 100,000
Each Employee - Disease	\$ 100,000
Policy Limit - Disease	\$ 500,000

**Umbrella** \$3,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project show in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

3. Any payments made under COVERAGE A for damages or under COVERAGE C for

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations

medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

CG 25 03 03 97

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
The County of Clinton, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.	
Information required to complete this Schedule, if not shown above, will be show in the Declarations.	

**A.** Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insurer(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insurer(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES, OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
The County of Clinton, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.	
Information required to complete this Schedule, if not shown above, will be show in the Declarations.	

- C. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**COUNTY OF CLINTON, IOWA**  
**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Non-waiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the County of Clinton, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the County of Clinton, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The County of Clinton, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the County of Clinton, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the County of Clinton, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**END OF SECTION 005500**

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

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

THE OWNER:

*(Name, legal status and address)*

THE ARCHITECT:

*(Name, legal status and address)*

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15	CLAIMS AND DISPUTES

### ADDITIONS AND DELETIONS:

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

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

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

Init.

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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

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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.

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**§ 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.

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**§ 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.

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### **§ 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

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- .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

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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;

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- .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.

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§ 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.

SUPPLEMENTARY CONDITIONS - PURPOSE

The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions remain in effect.

**ARTICLE 2 OWNER**

**2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Add the following Clause 2.2.3.1 to 2.2.3:

2.2.3.1 The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions.

**ARTICLE 3 CONTRACTOR**

**3.6 TAXES**

Delete Paragraph and substitute the following:

The Contractor shall comply with Section 005400 “Sales Tax Use Exemption”.

**ARTICLE 5 SUBCONTRACTORS**

**5.3 SUBCONTRACTUAL RELATIONS**

Add the following Subparagraph 5.3.2 to 5.3:

5.3.2 If a Contractor, Subcontractor or Sub-Subcontractor solicits the services of another Contractor, Subcontractor or Sub-Subcontractor, the party hired to do the work becomes a Subcontractor subject to provisions of the Contract Documents pertaining to Subcontractors and Sub-Subcontractors as applicable. If applicable to the state where the Project is located, contractors are required to comply with state and city licensing regulations to perform work on the Project.

**ARTICLE 7 CHANGES IN THE WORK**

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.6 In the first sentence, delete the words “a reasonable allowance for overhead and profit” and insert the words “an allowance for overhead and profit as set forth in Section 012600 “Contract Modification Procedures.”

**ARTICLE 9 PAYMENTS AND COMPLETION**

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

Paragraph 9.10.1; modify the first sentence as follows:

9.10.1 “Upon receipt .....such inspection and, when the Owner and Architect finds the Work acceptable .....is due and payable.”

Add the following Clause 9.10.1.1 to 9.10.1:

9.10.1.1 The Contractor shall maintain the bond or bonds required by the Contract as required by law and at least until sixty (60) days after the Owner declares acceptance of the work of the Contractor and declares final acceptance of the Project. This addendum shall not in any manner relieve the bonding company of any obligations under the bond issued to the Contractor.

Add the following Clauses 9.10.2.1, 9.10.2.2, 9.10.2.3, and 9.10.2.4 to 9.10.2:

9.10.2.1 The affidavit referred to in G.C. 9.10.2(1) shall be on AIA Document G706.

9.10.2.2 Consent of Surety referred to in G.C. 9.10.2(4) shall be on AIA Document G707.

9.10.2.3 The affidavit referred to in G.C. 9.10.2(5) shall be on AIA Document G706A, if required by Owner.

9.10.2.4 AIA Forms referenced herein are available from one of the following addresses:

- .1 The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
- .2 AIA Iowa Chapter, 1000 Walnut, Suite 101, Des Moines, Iowa 50309.

## **ARTICLE 11 INSURANCE AND BONDS**

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

Refer to Document 007316 "Insurance Requirements."

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

### **12.3 ACCEPTANCE OF NON-CONFORMING WORK**

Delete "as appropriate and equitable" from the sentence and replace with "the entire cost of replacing the work as intended in the Contract Documents."

## **ARTICLE 15 CLAIMS AND DISPUTES**

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

Add the following Clauses 15.1.5.3 and 15.1.5.4 to 15.1.5:

15.1.5.3 Contractor's written claims for extension of time shall be accompanied by certified copies of records of dates, correspondence, notices, and other relevant information which will serve as proof of the events forming the basis for the claim.

15.1.5.4 Claims for additional time based on delayed shop drawing submittals, delayed material ordering and subsequent delays in shipping or other delays which could have been avoided by vigorous and timely prosecution of the work will not be considered as a valid basis for granting an extension of time.

### **15.4 ARBITRATION**

15.4 Delete entirely and other locations in "General Conditions of the Contract for Construction", AIA Document A201, 2007.

END OF DOCUMENT 007300

## 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 01 Specification Sections, apply to this Section.

#### 1.2 PROJECT INFORMATION

- A. Project Identification: Clinton County Administration Building, Elevator Replacement
- B. Project Location: 1900 N. 3<sup>rd</sup> St., Clinton, IA 52732.
- C. Owner: Clinton County, Iowa
  - 1. Owner's Rep.: Corey Johnson – Clinton County Building Maintenance Manager
    - a. 563-543-2160
- D. Architect: IIW P.C., 4155 Pennsylvania Avenue, Dubuque, IA 52002.
- E. Mechanical/Electrical Engineer: Modus, 118 E College St. Suite 200 Iowa City, IA 52240

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. The project consists of the removal of two existing three stop passenger elevators and replacement with new passenger elevators. Minor modifications to existing elevator shafts and electrical work associated with the elevators shall also be part of this project.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated.
  - 1. Limits: Confine construction operations to areas indicated on the documents for building demolition and new construction.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

## 1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the Table of Contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.6 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### 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 governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order. Contractor shall include the allowance amounts outlined in Schedule of Allowances in their base bid amount.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

#### 1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes. Indicate amounts to be charged to the allowance on all Application for Payment forms.
- B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins. These costs include delivery, installation, taxes (if applicable to Project), equipment rental, and similar costs. Do not include additional costs for insurance and bonds as these items were included in the original bid.

- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## 1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Include a contingency allowance of \$15,000.00 for Construction Contingency.

END OF SECTION 012100

## SECTION 012500 - SUBSTITUTION PROCEDURES

### 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.
- B. Refer to "Instructions to Bidders" for submitting requests for substitutions during the bidding period.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit one (1) copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES .
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven business days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 business days of receipt of request, or seven business days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 business days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides the same specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

**SUBSTITUTION  
REQUEST**  
(During the Bidding Phase)

Project: Clinton County Administration Building Substitution Request Number: \_\_\_\_\_  
Elevator Replacement From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
Re: \_\_\_\_\_ A/E Project Number: 20034  
Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### 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:
  - 1. Administrative and procedural requirements for Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, via Clarifications.(ASI)."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by the Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Indicate additional time to be added to completion date, if any.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
  - a. Maximum combined allowance for overhead, profit, bonds and insurance, and markup, included in the total cost to the Owner, shall be based on the following:
    - 1) Contractor: For Work performed by Contractor's own forces, 15 percent of the cost.
    - 2) Contractor: For Work performed by Subcontractor, 7.5 percent of the amount due the Subcontractor.
    - 3) For each Subcontractor or Sub-subcontractor involved: For Work performed by that Subcontractor or Sub-subcontractor's own forces, 15 percent of the cost.
    - 4) For each Subcontractor: For Work performed by his Sub-subcontractors, 7.5 percent of the amount due the Sub-subcontractor.
    - 5) To expedite verification of quotations for extras or credits, include a complete cost breakdown, with itemized labor, materials, and subcontract costs, except for proposals less than \$200.00 or for those that are so minor in scope that their propriety can be validated by inspection.
5. Indicate additional time to be added to completion date, if any.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 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. Coordinate 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. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use 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. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the last of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. 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.
- H. Waivers of Mechanic's Lien: Do not apply to public projects. Refer to Master Builders of Iowa "Public Projects and Lien Waivers" and Iowa Code, Chapter 573.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Submittal schedule (preliminary if not final).
  6. Copies of building permits.
  7. Initial progress report.
- J. Application for Payment at Substantial Completion: After Architect issues 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.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, 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. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G707, "Consent of Surety to Final Payment."
  6. Evidence that claims have been settled.
  7. Final liquidated damages settlement statement.

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. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

#### 1.4 GENERAL COORDINATION PROCEDURES

- 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.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

#### 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.

- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
3. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

#### 1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form included.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form included.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B or Software log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Owner's Representative, and Architect, within seven days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Owner's Representative, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Sustainable design requirements.
    - m. Preparation of record documents.
    - n. Use of the premises and existing building.
    - o. Work restrictions.
    - p. Working hours.
    - q. Owner's occupancy requirements.
    - r. Responsibility for temporary facilities and controls.
    - s. Procedures for moisture and mold control.
    - t. Procedures for disruptions and shutdowns.
    - u. Construction waste management and recycling.
    - v. Parking availability.
    - w. Office, work, and storage areas.
    - x. Equipment deliveries and priorities.
    - y. First aid.
    - z. Security.
    - aa. Progress cleaning.

4. Minutes: Architect will record and distribute meeting minutes to General Contractor for distribution.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Owner Progress Meetings: Conduct Owner progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: Contractor, Owner, Owner's Representative, and Architect. each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
4. Minutes: General Contractor will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for purchasing.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  1. Electronic Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals. The delivery and preparation of documents on electronic media will be an Additional Service paid for by the Contractor. The cost of this Additional Service will be computed in a manner that compensates IIW, P.C. for the cost of preparing the document in the format requested by the outside party and delivering it to the party. The files on the disk will be provided "as is" without warranty of any kind, either expressed or implied. IIW, P.C. does not warrant, guarantee, or make any representations regarding the use, or the results of the use of the files in terms of correctness, accuracy, reliability, or otherwise. The requesting contractor shall also complete the Electronic Media Transfer Agreement as prepared by IIW, P.C. upon request from contractor.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow 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 business 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. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 business days for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - j. Number and title of appropriate Specification Section.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Other necessary identification.
  4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal

form provided. Architect will return without review or discard submittals received from sources other than Contractor.

- a. Transmittal Form for Paper Submittals: Use attached form.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract

Documents, including minor variations and limitations. Include same identification information as related submittal.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Submit six paper copies of each submittal unless otherwise indicated. Architect will retain one copy and return all others.
  - 3. Informational Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect will retain one copy and return all others.
  - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.

- b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.
  - e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
- a. Wiring diagrams showing factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
- a. PDF electronic file.
  - b. Six paper copies of Product Data unless otherwise indicated. Architect will retain one copy and return all others.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
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, but no larger than 24 by 36 inches.
3. Submit Shop Drawings in the following format:
- a. PDF electronic file.
  - b. Six opaque (bond) copies of each submittal. Architect will retain one copy and return all others.
  - c. Six opaque copies of each submittal. Architect will retain one copy and return all others.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. 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(s) 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.
- E. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### 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 quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.

- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.

- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
  
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
  
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
  
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
  
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
  
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
  
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according

to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect through Construction Manager], with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## 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 01 Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 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 date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

PART 2 -

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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.

2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

## 1.5 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.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## 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.
  1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

- 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: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
- 3. Maintain and touchup signs so they are legible at all times.
- D. 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 progress cleaning requirements in Division 01 Section "Execution."
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Periodically collect and remove waste containing cellulose or other organic matter.
  4. Discard or replace water-damaged material.
  5. Do not install material that is wet.
  6. Discard, replace, or clean stored or installed material that begins to grow mold.
  7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Use permanent HVAC system to control humidity.
  3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

## SECTION 017300 - EXECUTION

### 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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

- B. Related Requirements:

1. Division 01 Section "Summary" for limits on use of Project site.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

## 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- C. 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.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 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.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017329 - 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

#### 1.3 DEFINITIONS

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

#### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 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 In-Place 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. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. 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.
- 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 result in increased maintenance or decreased operational life or safety. Operating elements include the following:
  - 1. Primary operational systems and equipment.
  - 2. Fire-suppression systems.
  - 3. Mechanical systems piping and ducts.
  - 4. Control systems.
  - 5. Communication systems.
  - 6. Conveying systems.
  - 7. Electrical wiring systems.
  - 8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous 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 result in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Exterior curtain-wall construction.
  - 4. Equipment supports.
  - 5. Piping, ductwork, vessels, and equipment.
  - 6. 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.

## 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.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place 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 in-place 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.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining 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 in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 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.
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.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
  6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare 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.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

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

- l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### 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 preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
  1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.

7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components

of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
  1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
  
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
  
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
  
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
  
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
  
- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Documentation Directory:** Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 042000 - UNIT MASONRY

### 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. Concrete masonry units (CMUs).
- 2. Mortar and grout.
- 3. Steel reinforcing bars.
- 4. Masonry joint reinforcement.
- 5. Miscellaneous masonry accessories.

- B. Related Sections:

- 1. Section 055000 "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.

#### 1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Block: Shorten term used for concrete masonry unit(s).
- C. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.
  - 1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection:

1. Mortar pigments.
- C. Shop Drawings: For the following:
1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
  2. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement." Show elevations of reinforced walls.

## 1.6 INFORMATIONAL SUBMITTALS

- A. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Design Professional and approved in writing.
- B. Material Certificates: For each type and size of the following:
1. Masonry units.
    - a. Include material test reports substantiating compliance with requirements.
    - b. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.
  2. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
  3. Grout mixes. Include description of type and proportions of ingredients.
- C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

## 1.7 QUALITY ASSURANCE

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
- C. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.9 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  - 1. Extend cover a minimum of 24 inches down both sides of walls and hold cover securely in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

## PART 2 - PRODUCTS

### 2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use chipped units and units where dimensions vary more than stated tolerances where such defects will be exposed in the completed Work and will impair the quality of completed masonry.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

### 2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
  - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
  - 2. Provide bullnose units for exposed outside corners and other locations indicated unless otherwise noted.
  - 3. Provide bullnose units for exposed jambs at openings and window frame sills.
- B. CMUs: ASTM C 90.
  - 1. Unit Compressive Strength: Minimum average net-area compressive strength of 2000 psi.
  - 2. Density Classification: Normal weight unless otherwise indicated.
  - 3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
  - 4. Do not use block with chips, cracks, or other defects.

### 2.3 MASONRY LINTELS

- A. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

## 2.4 MORTAR AND GROUT MATERIALS

- A. Mortar Mix: Packaged preblended containing Portland cement, hydrated lime, and dried masonry sand.
  - 1. Standard CMU Color: Natural gray.
- B. Aggregate for Grout: ASTM C 404.

## 2.5 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
- B. Grout for Unit Masonry: Comply with ASTM C 476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C 476, paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
  - 3. Provide grout with a slump of 8 to 11 inches 10 to 11 inches as measured according to ASTM C 143/C 143M.
- C. Water: Potable.

## 2.6 REINFORCING STEEL

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

## 2.7 MASONRY JOINT REINFORCEMENT

- A. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
  - 1. Interior Walls: Hot-dip galvanized, carbon steel.
  - 2. Wire Size for Side Rods and Cross Rods: 0.148-inch diameter.
  - 3. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
  - 4. Provide in lengths of not less than 10 feet with prefabricated corner and tee units.
- B. Masonry Joint Reinforcement for Single-Wythe Masonry: Ladder.

## 2.8 TIES AND ANCHORS

- A. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.

- B. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- diameter, hot-dip galvanized steel wire.
  - 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.187-inch diameter, hot-dip galvanized steel wire.
- C. Partition Top anchors: 0.105-inch- thick metal plate with 3/8-inch- diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.

## 2.9 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- C. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
  - 1. Products: Subject to compliance with requirements, provide one of the following :
    - a. Heckmann Building Products Inc.; No. 376 Rebar Positioner.
    - b. Hohmann & Barnard, Inc.; #RB or #RB-Twin Rebar Positioner.
    - c. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.

## 2.10 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
  2. Verify that foundations are within tolerances specified.
  3. Verify that reinforcing dowels are properly placed.
  4. Verify air barrier installation has dried.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
1. Mix units from several pallets or cubes as they are placed.

### 3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
  2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
  3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
  2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.

3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
  1. Masonry: Install in running bond unless indicated otherwise.
- C. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- G. Fill cores in hollow CMUs with grout minimum 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- H. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
  - 1. Install compressible filler in joint between top of partition and underside of structure above.
  - 2. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078446 "Fire-Resistive Joint Systems."
- I. Non-Bearing Interior Partitions: As a minimum, provide #4 vertical reinforcing at all jambs and at a maximum spacing of 48 inches o.c. Provide CMU bond beams with (1) #4 bar at top of wall, above all openings, and at mid-height of walls. Provide additional reinforcement if indicated on drawings or elsewhere in specifications.

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and CMUs as follows:
  - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
  - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
  - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Masonry, In General: Unless specified otherwise, tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
  - 1. CMU: Strike filled voids, gaps, and joints flush and float smooth on both faces of units.

### 3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
  - 1. Space reinforcement not more than 16 inches o.c.
  - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
  - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Provide continuity at corners by using prefabricated L-shaped units.

- C. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

### 3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
  - 1. Provide an open space not less than 1 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

### 3.8 LINTELS

- A. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.
- B. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

### 3.9 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 60 inches .

### 3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Level 1 special inspections according to the "International Building Code."
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- D. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

### 3.11 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Design Professional's approval of sample cleaning before proceeding with cleaning of masonry.
  - 3. Protect adjacent nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  - 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.12 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

## SECTION 055000 - METAL FABRICATIONS

### 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. Steel framing and supports for applications where framing and supports are not specified in other Sections.
2. Elevator, hoist beams,.
3. Steel shapes for supporting elevator door sills.
4. Metal ladders.
5. Elevator pit sump covers.
6. Loose bearing and leveling plates for applications where they are not specified in other Sections.

- B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

- C. Related Requirements:

1. Section 042000 "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.
- 2.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.4 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. Provide Shop Drawings for the following:
  - 1. Steel framing and supports for applications where framing and supports are not specified in other Sections.
  - 2. Elevator hoist beams.
  - 3. Steel shapes for supporting elevator door sills.
  - 4. Metal ladders.
  - 5. Elevator pit sump covers.
  - 6. Loose steel lintels.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

#### 1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

#### 2.2 FASTENERS

- A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 325, Type 3; with hex nuts, ASTM A 563, Grade C3; and, where indicated, flat washers.

- C. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
- D. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
- E. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- F. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

### 2.3 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

### 2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

## 2.5 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.
  1. Fabricate units from slotted channel framing where indicated.
  2. Furnish inserts for units installed after concrete is placed.

## 2.6 METAL LADDERS

- A. General:
  1. For elevator pit ladders, comply with ASME A17.1/CSA B44.

## 2.7 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
  1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

## 2.8 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Prime plates with zinc-rich primer.

## 2.9 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings not less than 8 inches unless otherwise indicated.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer.

## 2.10 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

## 2.11 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

## 2.12 STEEL AND IRON FINISHES

- A. Shop prime iron and steel items unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
- B. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
- C. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

## 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. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
  - 1. Cast Aluminum: Heavy coat of bituminous paint.
  - 2. Extruded Aluminum: Two coats of clear lacquer.

### 3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

### 3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

#### 3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

END OF SECTION 055000

## SECTION 078413 - PENETRATION FIRESTOPPING

### 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. Pipes, conduits, tubing, electrical cables, cable trays and other items penetrating fire-resistance-rated walls, including empty openings.

- B. Related Requirements:

- 1. Section 078443 "Joint Firestopping" for joints in or between fire-resistance-rated construction.

#### 1.3 ACTION SUBMITTALS

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

- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

- 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

## 1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
  - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
  - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
    - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
      - 1) UL in its "Fire Resistance Directory."
      - 2) Intertek Group in its "Directory of Listed Building Products."
      - 3) FM Global in its "Building Materials Approval Guide."

### 2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- D. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

### 2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

## 2.4 MIXING

- A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
  - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
  - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

### 3.3 INSTALLATION

- A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
  - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

- C. Install fill materials by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
  - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
  - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.
  - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.
- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
  - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Contractor's name, address, and phone number.
  - 3. Designation of applicable testing and inspecting agency.
  - 4. Date of installation.
  - 5. Manufacturer's name.
  - 6. Installer's name.

### 3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

### 3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

## SECTION 078443 - JOINT FIRESTOPPING

### 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. Joints in or between fire-resistance-rated constructions.

- B. Related Requirements:

- 1. Section 078413 "Penetration Firestopping" for penetrations in fire-resistance-rated walls, horizontal assemblies, and smoke barriers and for wall identification.

#### 1.3 ACTION SUBMITTALS

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

- B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

- 1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

- B. Product Test Reports: For each joint firestopping system, for tests performed by a qualified testing agency.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install joint firestopping systems when ambient or substrate temperatures are outside limits permitted by joint firestopping system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Install and cure joint firestopping systems per manufacturer's written instructions using natural means of ventilation or, where this is inadequate, forced-air circulation.

## 1.8 COORDINATION

- A. Coordinate construction of joints to ensure that joint firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of joints to accommodate joint firestopping systems.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
  - 1. Perform joint firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
  - 2. Test per testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:
    - a. Joint firestopping systems shall bear classification marking of a qualified testing agency.
      - 1) FM Global in its "Building Materials Approval Guide."
      - 2) UL in its "Fire Resistance Directory."
      - 3) Intertek Group in its "Directory of Listed Building Products."

### 2.2 JOINT FIRESTOPPING SYSTEMS

- A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E 1966 or UL 2079.
  - 1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.
- C. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- D. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Cleaning: Before installing fire-resistive joint systems, clean joints immediately to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:
  - 1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of elastomeric fill materials or compromise fire-resistive rating.
  - 2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with elastomeric fill materials. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by joint firestopping system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

#### 3.3 INSTALLATION

- A. General: Install fire-resistive joint systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- C. Install elastomeric fill materials for fire-resistive joint systems by proven techniques to produce the following results:
1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
  2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
  3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.4 IDENTIFICATION

- A. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of joint edge so labels are visible to anyone seeking to remove or joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
  2. Contractor's name, address, and phone number.
  3. Designation of applicable testing agency.
  4. Date of installation.
  5. Manufacturer's name.
  6. Installer's name.

### 3.5 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2393.
- B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.
- C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

### 3.6 CLEANING AND PROTECTION

- A. Clean off excess elastomeric fill materials adjacent to joints as the Work progresses by methods and with cleaning materials that are approved in writing by joint firestopping system manufacturers and that do not damage materials in which joints occur.
- B. Provide final protection and maintain conditions during and after installation that ensure joint firestopping systems are without damage or deterioration at time of Substantial Completion. If

damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated fire-resistive joint systems immediately and install new materials to produce fire-resistive joint systems complying with specified requirements.

END OF SECTION 078443

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Silicone joint sealants.
- 2. Urethane joint sealants.

- B. Related Sections:

- 1. Division 04 Section "Unit Masonry" for masonry control and expansion joint fillers and gaskets.
- 2. Division 09 Section "Gypsum Board" for sealing perimeter joints.

#### 1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

- 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- 2. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
- 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
- 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
- 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

- 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
- 2. Conduct field tests for each application indicated below:
  - a. Each kind of sealant and joint substrate indicated.

3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
  - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  1. Joint-sealant application, joint location, and designation.
  2. Joint-sealant manufacturer and product name.
  3. Joint-sealant formulation.
  4. Joint-sealant color.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and testing agency.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

- E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- G. Field-Adhesion Test Reports: For each sealant application tested.
- H. Warranties: Sample of special warranties.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

## 1.7 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.8 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 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 joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- E. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Provide one of the following:
    - a. BASF Building Systems; Sonolastic NP1.
    - b. Pecora Corporation; Dynatrol I-XL.
    - c. Sika Corporation, Construction Products Division; Sikaflex - 1a.
    - d. Tremco Incorporated; Vulkem 116.
  2. Applications: Typical exterior joints (vertical and overhead).
- B. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora Corporation; Dynatrol II.
    - b. Polymeric Systems, Inc.; PSI-270.
    - c. Tremco Incorporated; Dymeric 240.

### 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; 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.
- B. Cylindrical Sealant Backings: ASTM C 1330, type approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

### 2.4 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 to joint substrates.
- C. Masking Tape: Non-staining, 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, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 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 in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that 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 in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 3 tests for the first 5 of joint length for each kind of sealant and joint substrate.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
  - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
  - a. Whether sealants filled joint cavities and are free of voids.
  - b. Whether sealant dimensions and configurations comply with specified requirements.
  - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

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

### 3.6 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 original work.

END OF SECTION 079200

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### 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. Non-load-bearing steel framing systems for interior partitions.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.

### PART 2 - PRODUCTS

#### 2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
  - 2. Protective Coating: ASTM A653/A653M, G40, hot-dip galvanized unless otherwise indicated.
- B. Studs and Tracks: ASTM C645.
  - 1. Steel Studs and Tracks:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) ClarkDietrich.
      - 2) MarinoWARE.
      - 3) MBA Building Supplies.

- 4) Or Approved Equal.
  - b. Minimum Base-Steel Thickness:
    - 1) General: 0.018 inch, unless indicated otherwise.
    - 2) Adjacent to door jambs and headers: 0.033 inch.
    - 3) Tile backing panels: 0.033 inch.
    - 4) Gypsum ceilings: 0.043 inch.
  - c. Depth: As indicated on Drawings.
- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. ClarkDietrich.
    - b. MarinoWARE.
    - c. MBA Building Supplies.
    - d. Or Approved Equal.
  - 2. Minimum Base-Steel Thickness: 0.0179 inch.
- D. Hat-Shaped, Rigid Furring Channels: ASTM C645.
- 1. Minimum Base-Steel Thickness: 0.0179 inch
  - 2. Depth: As indicated on Drawings.

## 2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
    - a. Fasteners: Do not use powder-actuated fasteners for attaching items to precast, concrete, or masonry.

## 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 of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

END OF SECTION 092216

## SECTION 092900 - GYPSUM BOARD

### 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. Interior gypsum board.
- B. Related Requirements:
  - 1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing that support gypsum board panels.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or blotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.2 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. CertainTeed Gypsum.
  - b. Georgia-Pacific Gypsum LLC.
  - c. National Gypsum Company.
  - d. USG Corporation.
  - e. Or Approved Equal.
- 2. Thickness: 5/8 inch.
- 3. Long Edges: Tapered.

### 2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.

- 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
- 2. Shapes:
  - a. Cornerbead.
  - b. L-Bead: L-shaped; exposed long flange receives joint compound.
  - c. Expansion (control) joint.

### 2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.

- B. Joint Tape:

- 1. Interior Gypsum Board: Paper.

- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

- 1. Prefilling: At open joints, rounded or 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.

## 2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install 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.
- D. 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.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  2. Fit gypsum panels around ducts, pipes, and conduits.
  3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
1. Type X: Vertical surfaces unless otherwise indicated.
- B. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) unless otherwise indicated, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 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.
- B. Control Joints: Install control joints according to ASTM C840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners unless otherwise indicated.
  2. L-Bead: Use where panels abut other materials and at exposed panel edges.

### 3.5 FINISHING GYPSUM BOARD

- 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, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 4: Embed tape in joint compound at joints and apply three separate coats (first, fill, and finish) of joint compound to tape, fasteners, and trim flanges. Leave joint compound smooth and free of tool marks and ridges.
    - a. Locations: At panel surfaces that will be exposed to view unless otherwise indicated.
    - b. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

### 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete masonry units (CMUs).
  - 2. Steel and iron.
  - 3. Gypsum board.
- B. Related Requirements:
  - 1. Section 055000 "Metal Fabrications" for shop priming metal fabrications.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

#### 1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Diamond Vogel Paints.
  2. Sherwin-Williams Company (The).
  3. Or Approved Equal.
- B. Products: Subject to compliance with requirements, provide one of the products listed in the Interior Painting Schedule for the paint category indicated.

## 2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (CMUs): 12 percent.
  - 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
1. SSPC-SP 2.
  2. SSPC-SP 3.
  3. SSPC-SP 7/NACE No. 4.
  4. SSPC-SP 11.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in equipment rooms:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Metal conduit.
    - e. Plastic conduit.
    - f. Tanks that do not have factory-applied final finishes.
  - 2. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Ductwork
- F. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Prefinished items include the following factory-finished components:
    - a. Casework.
    - b. Fire extinguisher cabinets.
    - c. Light fixtures.
    - d. Diffusers.
    - e. Cabinet unit heaters.
    - f. Fin tube.
    - g. Compressed air piping
  - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Furred areas.
    - b. Ceiling plenums.
    - c. Chases.
  - 3. Finished metal surfaces including the following:
    - a. Anodized aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
    - d. Copper.
    - e. Bronze and brass.
  - 4. Operating parts include moving parts of operating equipment and the following:
    - a. Valve and damper operators.

- b. Linkages.
  - c. Sensing devices.
  - d. Motor and fan shafts.
- G. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Block: Spray and roll to redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- B. CMU Substrates: Color and sheen to match existing adjacent
  - 1. 1 coat S-W Loxon Block Surfacer.
  - 2. 2 coats S-W ProGreen 200 Low VOC.
- C. Steel Substrates: SW 6258 TriCorn Black
  - 1. 1 coat S-W Procryl Universal Primer.
  - 2. 2 coats S-W ProClassic Waterborne Acrylic Semi-Gloss.
  - 3. 2 coats S-W All Surface Alkyd Enamel – Satin. (use the satin only if ultra deep colors are selected).
- D. Gypsum Board and Plaster Substrates: Color and sheen to match existing adjacent
  - 1. 1 coat S-W ProGreen 200 Interior Latex Primer.
  - 2. 2 coats S-W ProGreen 200 Low VOC.

END OF SECTION 099123

## SECTION 142100 - ELECTRIC TRACTION ELEVATORS

### 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: Electric Traction Elevators.
- B. Products Supplied But Not Installed Under this Section (if another elevator manufacturer is used other than the basis of design and these items are not provided by the elevator manufacturer, then these items shall be provided by the general contractor):
  - 1. Hoist Beam
  - 2. Pit Ladder
  - 3. Inserts mounted in block walls for rail attachments
- C. Work Supplied Under Other Sections:
  - 1. Temporary lighting, including temporary lighting in hoistway for machine space with switch located in hoistway on the strike jamb side of top landing door.
  - 2. Main line disconnects for each elevator.
    - a. One fused three phase permanent power in Elevator Control Space
  - 3. Hoistway ventilation shall be in accordance with local and national building code requirements.
  - 4. Guide Rail Support shall be structurally adequate to extend from pit floor to top of hoistway, with spans in accordance with requirements of authority having jurisdiction and final layouts.
  - 5. Removable barricades at all hoistway openings, in compliance with OSHA 29 CFR 1926.502 in addition to any local code requirements.
  - 6. Lifeline attachments capable of withstanding 5000 lb load in accordance with OSHA 29 CFR 1926.502. Provide a minimum of 2 at the top, front of each hoistway.
  - 7. Pit lighting: Fixture with switch and guards. Provide illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version.
  - 8. Control space lighting with switch. Coordinate switch with lighting for machine space as allowable by code.
  - 9. Access Doors: As required for access to governor. Access door shall be self-closing, self-locking if necessary and operable from the inside without a key.

D. Related sections:

1. Section 015000 - Temporary Facilities and Controls
2. Section 042000 - Unit Masonry
3. Section 055000 - Metal Fabrications
4. Section 230000 - Heating, Ventilating, and Air Conditioning
5. Section 260000 - Electrical
6. Section 273000 - Voice Communications
7. Section 283100 - Fire Detection and Alarm

E. Industry and government standards:

1. ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
2. ADAAG - Accessibility Guidelines for Buildings and Facilities
3. ANSI/NFPA 70, National Electrical Code
4. ANSI/NFPA 80, Standard for Fire Doors and Fire Windows
5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.

1.3 DESCRIPTION OF ELEVATOR

- A. Elevator Equipment: MonoSpace 500 gearless traction elevator
- B. Equipment Control: KCM831
- C. Drive: Non-Regenerative
- D. Quantity of Elevators: 1
- E. Landings: 3
- F. Openings: 3 Front Openings, 0 Back Openings
- G. Travel: 22' 10" +/-
- H. Rated Capacity: 2500 lb IBC
- I. Rated Speed: 150 fpm
- J. Clear Inside Dimensions (W x D): 7' 0" x 4' 4"
- K. Cab Height: 8' 0"
- L. Clear height under suspended ceiling: 7' 6"
- M. Entrance Width and Type: 3' 6" and Center Opening

- N. Entrance Height: 7' 0"
- O. Main Power Supply: 480 Volts + 5%, three-phase
- P. Operation: Simplex
- Q. Machine Location: Inside the hoistway mounted on car guide rail
- R. Control Space Location: Adjacent Room
- S. Elevator Equipment shall conform to the requirements of seismic zone: non-seismic
- T. Maintenance Service Period: 12

#### 1.4 PERFORMANCE REQUIREMENTS

##### A. Car Performance

1. Car Speed  $\pm$  5% of contract speed under any loading condition or direction of travel.
2. Car Capacity: Safely lower, stop and hold (per code) up to 125% of rated load.

##### B. System Performance

1. Vertical Vibration (maximum): 15 mg ISO187338/ISO 8041 system pk -pk
2. Horizontal Vibration (maximum): 12 mg ISO187338/ISO 8041 system pk -pk
3. Jerk Rate (maximum): 3.3 ft/sec<sup>3</sup>
4. Acceleration (maximum) 1.3 ft/sec<sup>2</sup>
5. In Car Noise: = 55 dB(A)
6. Leveling Accuracy:  $\pm$ 0.2 inches
7. Starts per hour (maximum): 180

#### 1.5 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product literature for each proposed system.
  1. Cab design, dimensions and layout.
  2. Layout, finishes, and accessories and available options.
  3. Controls, signals and operating system.
  4. Color selection charts for cab and entrances.

C. Shop Drawings:

1. Clearances and travel of car.
2. Clear inside hoistway and pit dimensions.
3. Location and layout of equipment and signals.
4. Car, guide rails, buffers and other components in hoistway.
5. Maximum rail bracket spacing.
6. Maximum loads imposed on building structure.
7. Hoist beam requirements.
8. Location and sizes of access doors.
9. Location and details of hoistway door and frames.
10. Electrical characteristics and connection requirements.

D. Operation and maintenance data:

1. Provide manufacturer's standard maintenance and operation manual.

E. Diagnostic Tools

1. Prior to seeking final acceptance for the completed project as specified by the Contract Documents, the Elevator Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments, and/or parametric software changes and/or test and inspections on any piece of control or monitoring equipment installed. This shall include any specialized tool(s) required for monitoring, inspection and/or maintenance where the means of suspension other than conventional wire ropes are furnished and installed by the Elevator Contractor. Any and all such tool(s) shall become property of the Owner. Any diagnostic tool provided to the Owner by the Elevator Contractor shall be configured to perform all levels of diagnostics, systems adjustment and parametric software changes which are available to the Elevator Contractor. In those cases where diagnostic tools provided to the Owner require periodic recalibration/or re-initiation, the Elevator Contractor shall perform such tasks at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the completed project. During those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation, or repair, the Elevator Contractor shall provide a temporary replacement for the tool at no additional cost to the Owner. The Elevator Contractor shall deliver to the Owner, printed instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, system adjustment, and/or parametric software changes on any unit of microprocessor-based elevator control equipment and means of suspension other than standard elevator steel cables furnished and install by the Elevator Contractor. Accompanying the printed instructions shall be any and all access codes, password, or other proprietary information that is necessary to interface with the microprocessor-control equipment.

## 1.6 QUALITY ASSURANCE

- A. The manufacturer shall have a documented quality assurance program.
- B. Installer: The equipment manufacturer shall install the elevator.
- C. Inspection and Testing: In accordance with requirements of local jurisdiction, obtain required permits, inspections and tests.

## 1.7 DELIVERY, STORAGE AND HANDLING

- A. If the construction site is not prepared to receive the elevator equipment at the agreed ship date, the General Contractor shall be responsible to provide a safe, dry, and easily accessible storage area on or off the premises. Additional labor costs for double handling will be the responsibility of the general contractor.
- B. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations. A minimum storage area of 10 feet by 20 feet is required adjacent to the hoistway.

## 1.8 WARRANTY

- A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon Substantial Completion of the Contract. Warranty covers defects in materials and workmanship. Damage due to ordinary use, vandalism, improper or insufficient maintenance, misuse, or neglect do not constitute defective material or workmanship.

## 1.9 MAINTENANCE SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of 12 after date of substantial completion. Replacement parts shall be produced by the original equipment manufacturer.
- B. Maintenance service be performed during regular working hours of regular working days and shall include regular time call back service.
- C. Maintenance service shall not include adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. Provide AC gearless machine room-less elevator systems subject to compliance with the design and performance requirements of this specification. Elevator manufacturers may include but are not limited to one of the following:
  - 1. Basis of Design: MonoSpace 500 traction elevators by KONE, Inc.
  - 2. Or approved equal.

### 2.2 EQUIPMENT: CONTROL COMPONENTS AND CONTROL SPACE

- A. Controller: Provide microcomputer based control system to perform all of the functions.

1. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
  2. Controller shall be separated into two distinct halves; Motor Drive side and Control side. High voltage motor power conductors shall be routed and physically segregated from the rest of the controller.
  3. Provide a serial cardrack and main CPU board containing a non-erasable EPROM and operating system firmware.
  4. Variable field parameters and adjustments shall be contained in a non-volatile memory module.
- B. Drive: Provide Variable Voltage Variable Frequency AC drive system to develop high starting torque with low starting current.
- C. Controller Location: Locate controller{s} in a room adjacent to the hoistway at the top landing on the machine side of the elevator.

### 2.3 EQUIPMENT: HOISTWAY COMPONENTS

- A. Machine: AC gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave, mounted to the car guide rail at the top of the hoistway.
- B. Governor: Friction type over-speed governor rated for the duty of the elevator specified.
- C. Buffers, Car and Counterweight: Polyurethane buffer.
- D. Hoistway Operating Devices:
  1. Emergency stop switch in the pit
  2. Terminal stopping switches.
  3. Emergency stop switch on the machine
- E. Positioning System: System consisting of magnets and proximity switches.
- F. Guide Rails and Attachments: Steel rails with brackets and fasteners.

### 2.4 EQUIPMENT: HOISTWAY ENTRANCES

- A. Hoistway Entrances
  1. Sills: Aluminum extruded.
  2. Doors: Hollow metal construction with vertical internal channel reinforcements.
  3. Fire Rating: Entrance and doors shall be UL fire-rated for 1-1/2 hour.
  4. Entrance Finish: Brushed Stainless Steel.

5. Entrance Markings Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

## 2.5 EQUIPMENT: CAR COMPONENTS

- A. Car Frame: Provide car frame with adequate bracing to support the platform and car enclosure.
- B. Platform: Platform shall be all steel construction.
- C. Car Guides: Provide guide-shoes mounted to top and bottom of both car and counterweight frame. Each guide-shoe assembly shall be arranged to maintain constant contact on the rail surfaces. Provide retainers in areas with Seismic design requirements.
- D. Steel Cab Cool Vintage Standard - 42009
- E. Car Wall Finish:
  1. Rear Wall: Non-removable vertical laminate panels.
  2. Side Walls: Non-removable vertical laminate panels.
- F. Car Skirting Finish: Brushed Stainless Steel
- G. Car Front Finish: Brushed Stainless Steel
- H. Car Door Finish: Brushed Stainless Steel
- I. Ceiling: Rectangular LED light panel, Brushed Stainless Steel
- J. Handrail: Round, straight ends, Brushed Stainless Steel
  1. Rails to be located on Side Walls of car enclosure.
- K. Threshold: Aluminum
- L. Flooring: By others. (Not to exceed 6lb/sqft and 1/2" finished depth.)
- M. Emergency Car Signals
  1. Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
  2. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
  3. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
- N. Ventilation: Fan

## 2.6 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car Operating Panel: Provide car operating panel with all push buttons, key switches, and message indicators for elevator operation. Fixture finish to be: Brushed Stainless Steel
1. Main Flush mounted car operating panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have Amber illumination (halo). All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be Amber DOT-matrix. All texts, when illuminated, shall be Amber. The car operating panel shall have a Brushed Stainless Steel finish.
  2. Additional features of car operating panel shall include:
    - a. Car Position Indicator within operating panel (Amber).
    - b. Elevator Data Plate marked with elevator capacity and car number on car top.
    - c. Help buttons with raised markings.
    - d. In car stop switch per local code.
    - e. Call Cancel Button.
- B. Hall Fixtures: Wall mounted hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Wall mounted hall fixtures shall have a Brushed Stainless Steel.
1. Hall fixtures shall feature round, mechanical, buttons in applied mount face frame. Hall fixtures shall correspond to options available from that landing. Buttons shall be in a vertically mounted fixture. Hall fixtures shall not be jambmounted. Hall lanterns shall feature Amber illumination.
- C. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound. The chime will sound once for up and twice for down. The car riding lantern face plate shall have a Brushed Stainless Steel finish

## 2.7 EQUIPMENT: ELEVATOR OPERATION AND CONTROLLER

- A. Elevator Operation
1. Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
  2. Zoned Car Parking.
  3. Relative System Response Dispatching.

- B. Standard Operating Features to include:
  - 1. Full Collective Operation
  - 2. Fan and Light Control.
  - 3. Load Weighing Bypass.
  - 4. Ascending Car Uncontrolled Movement Protection
  - 5. Top of Car Inspection Station.
- C. Additional Operating Features to include:
- D. Elevator Control System for Inspections and Emergency
  - 1. Provide devices within controller to run the elevator in inspection operation.
  - 2. Provide devices on car top to run the elevator in inspection operation.
  - 3. Provide within controller an emergency stop switch to disconnect power from the brake and prevents motor from running.
  - 4. Provide the means from the controller to mechanically lift and control the elevator brake to safely bring car to nearest available landing when power is interrupted.
  - 5. Provide the means from the controller to reset the governor over speed switch and also trip the governor.
  - 6. Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.
  - 7. Provide the means for the control to reset elevator earthquake operation.

## 2.8 EQUIPMENT: DOOR OPERATOR AND CONTROL

- A. Door Operator: A closed loop permanent magnet VVVF high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. Electro-mechanical interlock shall be provided at each hoistway entrance to prevent operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.
- B. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by local code.
- C. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval.
- D. Door hangers and tracks shall be provided for each car and hoistway door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power

operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

- E. Electronic Door Safety Device. The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Field measure and examine substrates, supports, and other conditions under which elevator work is to be performed.
- B. Do not proceed with work until unsatisfactory conditions are corrected.
- C. Prior to start of Work, verify hoistway is in accordance with shop drawings. Dimensional tolerance of hoistway from shop drawings: -0 inches +2 inches. Do not begin work of this section until dimensions are within tolerances.
- D. Prior to start of Work, verify projections greater than 2 inches (4 inches if ASME A17.1/CSA B44 2000 applies) must be beveled not less than 75 degrees from horizontal.
- E. Prior to start of Work, verify landings have been prepared for entrance sill installation. Traditional sill angle or concrete sill support shall not be required.
- F. Prior to start of Work, verify elevator pit has been constructed in accordance with requirements, is dry and reinforced to sustain vertical forces, as indicated in approved submittal. Verify that sumps or sump pumps located within pit will not interfere with installed elevator equipment.
- G. Prior to start of Work, verify control space has been constructed in accordance with requirements, with access coordinated with elevator shop drawings, including Sleeves and penetrations.
- H. Verify installation of GFCI protected 20-amp in pit and adjacent to each signal control cabinet in control space.

### 3.2 PREPARATION

- A. Coordinate installation of anchors, bearing plates, brackets and other related accessories.

### 3.3 INSTALLATION

- A. Install equipment, guides, controls, car and accessories in accordance with manufacturer installation methods and recommended practices.
- B. Properly locate guide rails and related supports at locations in accordance with manufacturer's recommendations and approved shop drawings. Anchor to building structure using isolation system to minimize transmission of vibration to structure.
- C. All hoistway frames shall be securely fastened to fixing angles mounted in the hoistway. Coordinate installation of sills and frames with other trades.

- D. Lubricate operating system components in accordance with manufacturer recommendations.
- E. Perform final adjustments, and necessary service prior to substantial completion.

### 3.4 CONSTRUCTION

#### A. Interface with Other Work:

1. Guide rail brackets attached to steel shall be installed prior to application of fireproofing.
2. Coordinate construction of entrance walls with installation of door frames and sills. Maintain front wall opening until elevator equipment has been installed.
  - a. Ensure adequate support for entrance attachment points at all landings.
  - b. Coordinate wall openings for hall push buttons, signal fixtures and sleeves. Each elevator requires sleeves within the hoistway wall.
  - c. Coordinate emergency power transfer switch and power change pending signals as required for termination at the primary elevator signal control cabinet in each group.
  - d. Coordinate interface of elevators and fire alarm system.
  - e. Coordinate interface of dedicated telephone line.

### 3.5 TESTING AND INSPECTIONS

- A. Perform recommended and required testing in accordance with authority having jurisdiction.
- B. Obtain required permits and provide originals to Owner's Representative.

### 3.6 DEMONSTRATION

- A. Prior to substantial completion, instruct Owner's Representative on the proper function and required daily maintenance of elevators. Instruct personnel on emergency procedures.

**SECTION 22 0050**  
**BASIC PLUMBING REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Basic Plumbing Requirements specifically applicable to Mechanical Division Specification Sections.
- B. Division 22 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.

**1.02 OWNER OCCUPANCY**

- A. The owner will occupy the premises during the construction period.
- B. Limit use of site and premises to allow owner occupancy.
- C. Cooperate with the owner to minimize conflict and to facilitate owner's operations.
- D. Schedule the work to accommodate this requirement.

**1.03 REGULATORY REQUIREMENTS**

- A. This contractor shall give proper authorities all requisite notices relating to work in their charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by themselves, by their employees or through any operation under their charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
  - 1. The National Board of Fire Underwriters
  - 2. The American Gas Association
  - 3. The National Fire Protection Association (NFPA)
  - 4. The Occupations Safety and Health Act (OSHA)
  - 5. Current IBC Building Code
  - 6. Current applicable city building codes
- F. Mechanical: Conform to current mechanical code.
- G. Plumbing: Conform to current plumbing code.
- H. Obtain permits and request inspections from authority having jurisdiction.
- I. Safe Drinking Water Act and Senate Bill S.3874: All products must meet the lead-free requirements of the SDWA and NSF/ANSI 372 certification.

**1.04 PROJECT/SITE CONDITIONS**

- A. Install work in locations shown on the drawings unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.
- C. This contractor, before submitting their bid, shall visit the site of the project to familiarize themselves with locations and conditions affecting their work.

- D. It is the intent of this specification that the contractor furnishes all labor and material required completing the installation as outlined in the drawings and specifications. No additions to the contract price shall be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.
- E. Whenever renovation or remodeling or relocation of existing equipment is included in the contract, it is imperative that all locations of existing piping, ductwork, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide holes as necessary for the installation of their work and in accordance with other specification sections in materials other than the structure.

#### **1.05 SEQUENCING AND SCHEDULING**

- A. This contractor shall arrange their work in order that it progresses along with the general construction of the building.
- B. This contractor shall be kept informed as to the work of other trades engaged in the project and shall execute their work in such a manner so as not to delay or interfere with progress of other contractors.
- C. Where space for mechanical and electrical lines and piping is limited, it is imperative that all such trades coordinate their work so as to insure concealment in space provided. Where conflict exists, the engineer shall decide priority of space. If work is not properly coordinated, the engineer may require removal and relocation of work without additional compensation.

#### **1.06 GUARANTEE**

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at their own expense.

#### **1.07 ENGINEER APPROVED EQUAL PRODUCTS**

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall include all pertinent product information needed to evaluate the substitution as an "equal".
- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

#### **1.08 OWNER'S RIGHT OF SALVAGE**

- A. Before beginning construction, this contractor shall check and verify with the owner each item of existing equipment that must be removed.

- B. The owner will designate which items of material or equipment not reused that they may wish to keep. This contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.
- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for their use shall become the property of the contractor and shall be removed from site.

#### **1.09 PROTECTION AND MAINTENANCE**

- A. Where necessary to connect to any existing utility service, this contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- B. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- C. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of their work.
- D. Coordinate protection requirements with department heads before beginning construction.
- E. Protect any building openings from unauthorized entry. Coordinate with owner where building entry must be controlled.

#### **1.10 DEMOLITION**

- A. This contractor shall be responsible for the demolition and removal of all existing mechanical elements within the project area except as follows:
  - 1. Elements shown on the drawings as "existing to remain and/or to be relocated".
  - 2. Elements serving adjacent areas.
  - 3. Elements required for the support of the newly remodeled areas.
  - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect existing systems as required providing for the continued function of these systems.

#### **1.11 CUTTING AND PATCHING**

- A. This contractor shall do all cutting and patching necessary for the installation of their work in all existing and new buildings unless otherwise noted.
- B. This contractor shall arrange for openings in the building as required for the installation of equipment furnished under this contract.
- C. Where sewers must be extended or changed, patching with concrete will be done in the building. Patching shall be at both the top and bottom of sleeves where above grade.
- D. In areas where the integrity of new or existing fire separation assembly/wall is compromised by the work, contractor shall be responsible to patch and/or seal openings as necessary to maintain/return fire separation to rating as required by applicable codes.
- E. This contractor shall do all cutting and patching required for their work beyond the remodeled areas unless otherwise noted. All finish work shall include patching to match existing adjacent surfaces. Painting shall be by others.

#### **1.12 CLEANING AND RUBBISH**

- A. This contractor shall upon completion of his work, remove all rubbish and debris resulting from their operation and shall remove it from site at their own expense.
- B. In so far as their work is concerned, all equipment shall be cleaned and the premises left in first class condition.
- C. This contractor shall maintain the work area each day to prevent hazardous accumulation of waste from their work.

### **1.13 SEALING AND PENETRATION**

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.
- B. This contractor shall verify rating and location of all such construction with the architectural drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
  - 1. Dow Corning "Silicone RTV Foam"
  - 2. 3-M Corporation "Fire Barrier Caulk and Putty"
  - 3. Thomas & Betts "Flame Safe Fire Stop System"
- D. Installation of these products to be in strict accordance with manufacturer's recommendations and architectural specification sections or equivalent fire stopping architectural specification section.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

### **1.14 ELECTRICAL CONNECTIONS**

- A. This contractor shall turn over all magnetic starters, thermal protective switches and speed changing switches furnished under this contract for all motor driven equipment to the electrical contractor who will install such starters and switches and wire them to their respective motors as a part of the electrical contract.

### **1.15 HAZARDOUS MATERIALS**

- A. If the contractor stores any hazardous solvents or other materials on the site, they shall obtain copies of the safety data sheets for the materials and post them on the site. The contractor shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
  - 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

### **1.16 RECORD DRAWINGS**

- A. This contractor shall provide, at the conclusion of the project, one clean, non-torn, neat, and legible "as-built" set of drawings to the owner. These drawings shall show the routing of pipes, ductwork and equipment drawn in at scaled locations. All dimensions indicated shall be referenced to a column line. A set of construction blue prints will be furnished for this work.
- B. All mechanical systems installed shall be shown on the "as-built" drawings.
- C. Refer to respective architectural specification section for additional information.
- D. This contractor shall update these drawings during the project at least every week.

### **1.17 REVIEW OF MATERIALS**

- A. This contractor shall submit to the engineer for review one (1) electronic copy of a brochure giving a complete list of materials and equipment they propose to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions and illustration. One of the returned copies shall be kept on the job at all times.
- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless the contractor notifies engineer in writing of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set that they have checked each of them in their entirety before submitting to the engineer. Submittals that are not dated and signed by the

contractor will not be accepted, or checked and will be marked "resubmit" and sent back to the contractor.

#### **1.18 TEST OF SYSTEMS**

- A. This contractor shall, before concealed, test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. At the conclusion of construction (before any covering up, painting or finishing) each element of the system shall be thoroughly tested against leakage with appropriate pressure tests as outlined herein and in appropriate sections of the specifications. All testing shall be hydrostatic unless permission is granted otherwise.
  - 1. Water: 100 psi maintained 8 hours
  - 2. Under Floor Pipes: 200 psi maintained 8 hours in accordance with NFPA13
  - 3. Sanitary Sewer: 10 foot hydrostatic
  - 4. Storm Sewer: 10 foot hydrostatic
- D. Fluid lines other than the above 1.5 times operating with a minimum pressure of 60 psig.
- E. No covering or backfilling of sewer lines shall be done until inspected by the architect or local inspector. Test T's shall be provided on all waste and vent stacks 4'-6" above each floor as required for testing the plumbing system.
- F. After completion of installation, the systems shall be given tests under full operating conditions and pressures and all adjustments shall be made to make the system operative as required. All safety devices shall be tested for correct operation.

#### **1.19 SCOPE OF WORK**

- A. All work shall be performed by well-qualified and licensed mechanics with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that their mechanics are familiar with all the various codes and tests applicable to this work.
- B. All equipment shall be new and of the type as specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- C. The intent of the drawings and specifications is for complete installation of the systems outlined in the drawings and specifications so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation.
- D. This contractor shall be required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type. The drawings and specifications cannot deal individually with the many minute items that may be required by the nature of the systems.
- E. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.
- F. The Plumbing Contractor shall establish system elevations prior to fabrication and installation. The Plumbing Contractor shall coordinate elevations with other trades. All elevations shall be coordinated with all trades in the field prior to installation. When a conflict between trades arises, the design team shall be notified immediately prior to further installation however priority shall be as follows:
  - 1. Lighting Fixtures
  - 2. Gravity flow piping, including steam and condensate.
  - 3. Electrical bus duct.
  - 4. Sheet metal.
  - 5. Cable trays, including access space.

6. Other piping.
7. Conduits and wireway.

#### **1.20 VERIFICATION OF ELEVATION OF EXISTING LINES**

- A. This contractor, before starting any new work, shall verify the elevations of all existing piping to which they must connect under this contract. The contractor shall report any discrepancies between drawing elevations and actual elevations to the engineer before proceeding with the work. Failure of the contractor to do so shall make them liable for the cost of extra work involved.

#### **1.21 DAILY HOUSEKEEPING**

- A. At the end of each working day, this contractor shall remove all of their debris, rubbish, tools and surplus materials from the project work area. The work area shall be broom clean and left in a neat and orderly condition. The contractor for the removal of debris from the project shall not use the owner's waste disposal facility.
- B. At end of construction, all equipment shall be cleaned and the premises left in first class condition as far as this contractor's work is concerned.

#### **1.22 CLEANING OF MECHANICAL SYSTEMS**

- A. The mechanical contractor shall clean and passivate all plumbing systems. Flush systems with water until free from all sand, grit, gravel, oil, etc. Provide Babcock/Wilcox Millipore and biological testing on the flush water. The flush will be considered a success when the water exiting the system contains less than 100 ppb of total suspended solids and less than 100 RLUs.
- B. Where connections are made to existing piping systems, this contractor shall provide isolation valves, threaded tees, etc., as required to facilitate the cleaning and testing of all new piping.
- C. This contractor shall thoroughly clean all rust, grease, plaster, cement, etc., from all equipment and piping furnished and installed by them as required to leave surfaces suitable for finish painting.
- D. This contractor shall keep all pipes, traps, waste lines, ducts, etc., plugged, drained or otherwise protected during construction. All items of mechanical equipment shall be suitably protected and upon completion of project shall be equal to new condition.

#### **1.23 TRENCHING AND BACKFILLING**

- A. Each contractor is responsible for their own individual trenching and backfilling unless otherwise noted in the drawings or addendum.
- B. All underground utilities, piping, etc shall be located exactly before digging. This contractor shall be held responsible for all damages caused by failure to do so.
- C. Any backfill shall be tamped and compacted to prevent future settling. The backfill shall be installed to a smooth and level grade and installed in accordance with local codes.
- D. All excess dirt shall be cleared from the area and disposed of as directed by the owner.
- E. Refer to architectural specification sections for additional requirements.

#### **1.24 ALTERNATES**

- A. Refer to General Specification Sections for alternate bid description.

#### **1.25 DIGITAL MEDIA AGREEMENT**

- A. Computer Aided Drafting (CAD) documents may be available to the contractor for some uses. Contact the engineer prior to bidding to determine what information is available to be transmitted to the contractor in digital form.
- B. When documents are determined to be available, and as requested by the contractor, they will be transmitted upon the completion and execution of the MODUS digital media agreement.

**PART 2 PRODUCTS  
NOT USED  
PART 3 EXECUTION  
NOT USED**

**END OF SECTION**



## SECTION 22 0529

### HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Pipe hangers and supports
- B. Accessories

##### 1.02 RELATED SECTIONS

- A. Specification Section 22 1116 - Domestic Water Piping

##### 1.03 REFERENCES

- A. ASME B31.9 - Building Services Piping
- B. ASTM F708 - Design and Installation of Rigid Pipe Hangers
- C. MSS SP58 - Pipe Hangers and Supports - Materials, Design and Manufacturer
- D. MSS SP69 - Pipe Hangers and Supports - Selection and Application
- E. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices

##### 1.04 SUBMITTALS

- A. Product Data: Provide manufacturers catalog data including load capacity.
- B. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- C. Manufacturer's Installation Instructions: Indicate special procedures and assembly of components.

##### 1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for support of piping.

#### PART 2 PRODUCTS

##### 2.01 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
  - 1. Anvil International
  - 2. Tolco/Cooper B-Line
  - 3. Engineer approved equal.
- B. Plumbing Piping - Drain, Waste and Vent:
  - 1. Conform to ASME B31.9; ASTM F708
  - 2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis. Anvil International Figure 260.
  - 3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  - 4. Wall Support for Pipe Sizes to 3 Inches: Cast iron bracket. Anvil International Figure 213.
  - 5. Vertical Support: Steel riser clamp. Anvil International Figure 261.
  - 6. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support. Anvil International Figure 264.
  - 7. Copper Pipe Support: Carbon steel ring, adjustable, and copper plated. Anvil International Figure 97.
  - 8. Provide zinc coated hangers and supports for all non air conditioned areas.

##### 2.02 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded one end or continuous threaded.

#### PART 3 EXECUTION

##### 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

### 3.02 PIPE HANGERS AND SUPPORTS

- A. Support horizontal piping as scheduled.
- B. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
- C. Place hangers within 12 inch of each horizontal elbow.
- D. Use hangers with 1-1/2 inch minimum vertical adjustment.
- E. Support horizontal cast iron pipe adjacent to each hub with 5 foot maximum spacing between hangers.
- F. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
- G. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- H. Support riser piping independently of connected horizontal piping.
- I. Provide copper plated hangers and supports for copper piping.
- J. Design hangers for pipe movement without disengagement of supported pipe.
- K. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

### 3.03 SCHEDULES

<b>HANGER ROD</b>	<b>MAX. HANGER SPACING</b>	<b>DIAMETER</b>
<b>Pipe Size</b>	<b>Feet</b>	<b>Inches</b>
1-1/2 to 2	10.0	3/8
2-1/2 to 3	10.0	1/2
C.I. Bell & Spigot (or No-Hub) and at Joints	5.0	5/8

**END OF SECTION**

**SECTION 22 0553**  
**IDENTIFICATION FOR PLUMBING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates
- B. Tags
- C. Labels

**1.02 REFERENCES**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems

**1.03 SUBMITTALS**

- A. Submit list of wording, symbols, letter size, and color-coding for mechanical identification.
- B. Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Manufacturer's Instructions: Indicate installation instructions, special procedures, and installation.
- E. Project Record Documents: Record actual locations of tagged valves, include valve tag numbers.

**1.04 REGULATORY REQUIREMENTS**

- A. Conform to NFPA 99 requirements for labeling and identification of medical gas piping systems and accessories.

**PART 2 PRODUCTS**

**2.01 NAMEPLATES**

- A. Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

**2.02 TAGS**

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- B. Information Tags: Clear plastic with printed "Danger," "Caution" or "Warning" and message; size 3-1/4" x 5-5/8" with grommet and self-locking nylon ties.
- C. Tag Chart: Typewritten letter size list in anodized aluminum frame plastic laminated.

**2.03 LABELS**

- A. Description: Laminated Mylar, size 1.9" x 0.75" adhesive backed with printed identification.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. De-grease and clean surfaces to receive adhesive for identification materials.

**3.02 INSTALLATION**

- A. Install identifying devices after completion of coverings and painting.
- B. Install plastic nameplates with corrosive-resistant mechanical fasteners or adhesive.
- C. Install labels with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer. Apply paint primer before applying labels for unfinished canvas covering.
- D. Install tags using corrosion resistant chain. Number tags consecutively by location.
- E. Identify pumps, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.

- F. Identify control panels and major control components outside panels with plastic nameplates.
- G. Identify valves in main and branch piping with tags.
- H. Tag automatic controls, instruments, and relays. Key to control schematic.
- I. Identify piping, concealed or exposed with plastic tape pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 foot on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure and at each obstruction. Identify on both sides of any wall.
- J. Conform to owner's existing identification scheme. Verify with owner prior to bid.

**END OF SECTION**

**SECTION 22 1116**  
**DOMESTIC PLUMBING PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sanitary sewer piping (below grade)
- B. Sanitary sewer piping (above grade)
- C. Spring loaded check valves
- D. Pipe accessories

**1.02 RELATED SECTIONS**

- A. Specification Section 22 0553 - Identification for Plumbing Piping and Equipment

**1.03 REFERENCES**

- A. ASME B31.1 - Power Piping
- B. ASME B31.9 - Building Service Piping
- C. ASME Section 9 - Welding and Brazing Qualifications
- D. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 and 800
- E. ASME B16.3 - Malleable Iron Threaded Fittings
- F. ASME B16.4 - Cast Iron Threaded Fittings Class 125 and 250
- G. ASME B16.18 - Cast Bronze Solder - Joint Pressure Fittings
- H. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings
- I. ASME B16.23 - Cast Copper Alloy Solder-Joint Drainage Fittings – DWV
- J. ASME B16.26 - Cast Bronze Fittings for Flared Copper Tubes
- K. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder-Joint Drainage Fittings - DWV
- L. ASME B16.32 - Cast Copper Alloy Solder-Joint Fittings for Solvent Drainage Systems
- M. ASTM A47 - Ferritic Malleable Iron Castings
- N. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless
- O. ASTM A74 - Cast Iron Soil Pipe and Fittings
- P. ASTM A120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (galvanized), Welded and Seamless for Ordinary Use
- Q. ASTM A234 - Pipe Fittings of Wrought Copper Steel and Alloy Steel for Moderate and Elevated Temperatures
- R. ASTM B32 - Solder Metal
- S. ASTM C564 - Rubber Gaskets for Cast Iron Soil Pipe and Fittings
- T. ASTM C700 - Vitrified Clay Pipe, Extra Strength, Standard Strength and Perforated.
- U. AWWA C111 - Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings
- V. AWWA C651 - Disinfecting Water Mains
- W. CISPI 301 - Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems
- X. CISPI 310 - Joints for Hubless Cast Iron Sanitary Systems
- Y. NSF/ANSI 61 - Drinking Water System Components - Health Effects
- Z. NSF/ANSI 372 - Drinking Water System Components - Lead Content

**1.04 SUBMITTALS**

- A. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

### **1.05 PROJECT RECORD DOCUMENTS**

- A. Record actual locations of valves.

### **1.06 OPERATION AND MAINTENANCE DATA**

- A. Maintenance Data: Include installation instructions, spare parts list and exploded assembly views.

### **1.07 QUALITY ASSURANCE**

- A. Perform work in accordance with the State of Iowa.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Conform to ASME Code and applicable state labor regulations.
- D. Welder's Certification: In accordance with ASME Section IX.
- E. Identify pipe with marking including size, material classification, specification, potable water certification and water pressure rating.
- F. Maintain one copy of each document on site.
- G. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute or be prior approved by engineer.
- H. All cast iron soil pipe and fittings shall be installed according to the latest edition of the Cast Iron Soil Pipe and Fittings Handbook.

### **1.08 REGULATORY REQUIREMENTS**

- A. Perform work in accordance with local jurisdiction plumbing code.
- B. Conform to applicable code for installation of back flow prevention devices.
- C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of back flow prevention devices.
- D. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

### **1.09 DELIVERY, STORAGE AND PROTECTION**

- A. Deliver, store, protect and handle products to site.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work and isolating parts of completed system.

### **1.10 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install underground piping when bedding is wet or frozen.

## **PART 2 PRODUCTS**

### **2.01 SANITARY SEWER PIPING (BELOW GRADE)**

- A. Cast Iron Pipe:
  - 1. ASTM A74 service weight.
  - 2. Fittings: Cast iron.
  - 3. Joints: ASTM C564, neoprene gasket system.
  - 4. Minimum Size: Three inches.
  - 5. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute or be prior approved by engineer.

## **2.02 SANITARY SEWER PIPING (ABOVE GRADE)**

- A. Pumped Sewer:
  - 1. Fittings: Cast iron.
  - 2. ASTM A74 standard weight, galvanized, Schedule 40.
  - 3. Flanged joints for cast iron.
  - 4. Joints: ASTM C564, screwed joints, galvanized pipe.

## **2.03 SPRING LOADED CHECK VALVES**

- A. Manufacturer:
  - 1. NIBCO
  - 2. Watts
  - 3. Apollo
  - 4. Engineer approved equal.
- B. Check Valves:
  - 1. Up to 2 Inches: Spring loaded, silent water check valve, bronze body and trim. Stainless steel spring, threaded ends, 300 psi W.O.G. Renewable parts.
  - 2. Over 2 Inches: Spring loaded globe type, silent check valve, iron body, bronze trim. Stainless steel spring, 250 psi ASA flanged, 250 psi W.O.G. renewable parts.

## **2.04 PIPE ACCESSORIES**

- A. Fittings:
  - 1. All fittings shall be of the same material as the pipe. Material joining the fitting to the pipe shall be free from cracks and shall adhere tightly to each joining surface.
  - 2. All fittings shall be capped with a plug of the same material as the pipe, and gasketed with the same gasket material as the pipe joint or be of material approved by the engineer. The plug shall be able to withstand all test pressures involved without leakage.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to conserve building space and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints or connected equipment.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- H. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors.
- I. Where pipe support members are welded to structural building frame, scrape, brush clean and apply one coat of zinc rich primer to welding.
- J. Prepare exposed, unfinished pipe, fittings, supports and accessories not pre-finished, ready for finish painting.
- K. Install valves with stems upright or horizontal, not inverted.

- L. Install water piping to ASME B31.9.
- M. Sleeve pipes passing through partitions, walls and floors.
- N. Clean out all sanitary sewers to remove any debris prior to substantial completion.
- O. All cast iron soil pipe shall be installed in accordance with cast iron soil pipe institute handbook (latest edition).
- P. All cast iron soil pipe shall be marked with the trademark of the soil pipe institute.

### **3.03 APPLICATION**

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

### **3.04 ERECTION TOLERANCES**

- A. Establish invert elevations, slopes for drainage to 1/8 inch per foot 1% minimum. Maintain gradients.
- B. Slope water piping minimum 0.25% and arrange to drain at low points.

**END OF SECTION**

**SECTION 22 3000**  
**PLUMBING EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submersible sump pump

**1.02 REFERENCES**

- A. ASHRAE 90A - Energy Conservation in New Building Design
- B. NFPA 70 - National Electrical Code
- C. ANSI/NEMA 250 - Enclosure for Electrical Equipment (1000 volts max.)

**1.03 SUBMITTALS**

- A. Product Data:
  - 1. Provide dimension drawings of water heaters indicating components and connections to other equipment and piping.
  - 2. Indicate pump type, capacity, power requirements, and affected adjacent construction.
  - 3. Provide certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable.
  - 4. Provide electrical characteristics and connection requirements.
- B. Shop Drawings:
  - 1. Indicate heat exchanger dimensions, size of tapings, and performance data.
  - 2. Indicate dimensions of tanks, tank lining methods, anchors, attachments, lifting points, tapings, and drains.

**1.04 OPERATION AND MAINTENANCE DATA**

- A. Include operation, maintenance and inspection data, replacement part numbers, availability, service depot location, and telephone number.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Provide pumps with manufacturer's name, model number, and rating/capacity identified.
- C. Ensure products and installation of specified products are in conformance with recommendations and requirements of the following organizations:
  - 1. National Sanitation Foundation (NSF)
  - 2. American Society of Mechanical Engineers (ASME)
  - 3. National Electrical Manufacturers' Association (NEMA)
  - 4. Underwriters Laboratories (UL)
- D. Ensure pumps operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation; operate within 25% of midpoint of published maximum efficiency curve.

**1.06 REGULATORY REQUIREMENTS**

- A. Conform to NSF, NBBPVI, and ANSI/NFPA requirements for water heaters.
- B. Conform to ASME Section VIII for manufacture of pressure vessels for heat exchangers.
- C. Conform to ASME Section VIII for tanks.
- D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- E. Wetted surfaces of brass and bronze components shall contain <0.25% weighted average lead content (lead free) as defined by NSF/ANSI Standards 61 and 372.

### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Deliver, store, protect and handle products to site under provisions of Architectural Specification Sections.
- B. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

### **1.08 WARRANTY**

- A. Provide five-year manufacturer warranty under provisions of Architectural Specification Sections.

## **PART 2 PRODUCTS**

### **2.01 SUBMERSIBLE SUMP PUMP (ESP-1 & ESP-2)**

- A. Manufacturer:
  - 1. Simplex Hydromatic #SP50
  - 2. Paco
  - 3. Engineer approved equal.
- B. Type: Completely submersible as indicated of size and capacity as scheduled.
- C. Casing: Cast iron pump body and oil filled motor chamber.
- D. Impeller: Open non-clog shaft.
- E. Bearings: Ball bearings.
- F. Sump: Fiberglass basin with steel cover plate. Size to match pump.
- G. Accessories: Oil resistant cord and plug with three-prong connector for connection to electric wiring system including grounding connector.
- H. Controls: Integral mercury switch type level controls.
- I. Schedule: See schedule on drawings.
- J. Pump: Cast iron shell, bronze impeller, stainless steel shaft, factory sealed grease lubricated ball bearings, ceramic mechanical seal, and perforated steel strainer.
- K. Motor: Hermetically sealed capacitor start with built-in overload protection, and electrical characteristics as scheduled.
- L. Installation: Install submersible sump pump, as indicated, in accordance with manufacturer's installation instructions and in accordance with all applicable codes. Set pump in sump, connect discharge piping with check valve and union, start up, test, and adjust in accordance with manufacturer's instructions. Check and adjust for proper operation.
- M. Provide simplex control panel for elevator sump pump installation with oil sensor to shut off pump if oil is present.

## **PART 3 EXECUTION**

### **3.01 PUMP INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Ensure shaft length allows sump pumps to be located 25 inch minimum below lowest invert into sump pit and six inch (6") minimum clearance from bottom of sump pit.
- C. Low voltage wiring shall be by the mechanical contractor unless otherwise noted.

**END OF SECTION**

**SECTION 23 0050**  
**BASIC HVAC REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Basic HVAC Requirements specifically applicable to Mechanical Division Specification Sections.
- B. Division 23 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.

**1.02 OWNER OCCUPANCY**

- A. The owner will not occupy the premises during the construction period.
- B. Limit use of site and premises to allow owner occupancy.
- C. Cooperate with the owner to minimize conflict and to facilitate owner's operations.
- D. Schedule the work to accommodate this requirement.

**1.03 REGULATORY REQUIREMENTS**

- A. This contractor shall give proper authorities all requisite notices relating to work in their charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by themselves, by their employees or through any operation under their charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
  - 1. The National Board of Fire Underwriters
  - 2. American Gas Association
  - 3. The National Fire Protection Association (NFPA)
  - 4. The Occupations Safety and Health Act (OSHA)
  - 5. Current IBC Building Code
  - 6. Current applicable city building codes.
  - 7. Current International Energy Conservation Code
- F. Mechanical: Conform to current mechanical code.
- G. Plumbing: Conform to current plumbing code.
- H. Obtain permits and request inspections from authority having jurisdiction.

**1.04 PROJECT/SITE CONDITIONS**

- A. Install work in locations shown on the drawings unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.
- C. This contractor, before submitting bid, shall visit their the site of the project to familiarize themselves with locations and conditions affecting their work.
- D. It is the intent of this specification that the contractor furnishes all labor and material required completing the installation as outlined in the drawings and specifications. No additions to the

contract price shall be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.

- E. Whenever renovation or remodeling or relocation of existing equipment is included in the contract, it is imperative that all locations of existing piping, ductwork, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide holes as necessary for the installation of their work and in accordance with other specification sections in materials other than the structure.

#### **1.05 SEQUENCING AND SCHEDULING**

- A. This contractor shall arrange their work in order that it progresses along with the general construction of the building.
- B. This contractor shall be kept informed as to the work of other trades engaged in the project and shall execute their work in such a manner so as not to delay or interfere with progress of other contractors.
- C. Where space for mechanical and electrical lines and piping is limited, it is imperative that all such trades coordinate their work so as to insure concealment in space provided. Where conflict exists, the engineer shall decide priority of space. If work is not properly coordinated, the engineer may require removal and relocation of work without additional compensation.

#### **1.06 GUARANTEE**

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at their own expense.

#### **1.07 ENGINEER APPROVED EQUAL PRODUCTS**

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall include all pertinent product information needed to evaluate the substitution as an "equal".
- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

#### **1.08 OWNER'S RIGHT OF SALVAGE**

- A. Before beginning construction, this contractor shall check and verify with the owner each item of existing equipment that must be removed.
- B. The owner will designate which items of material or equipment not reused that they may wish to keep. The contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.

- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for their use shall become the property of the contractor and shall be removed from site.

#### **1.09 PROTECTION AND MAINTENANCE**

- A. Where necessary to connect to any existing utility service, this contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- B. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- C. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of their work.
- D. Coordinate protection requirements with department heads before beginning construction.
- E. Protect any building openings from unauthorized entry. Coordinate with owner where building entry must be controlled.

#### **1.10 DEMOLITION**

- A. This contractor shall be responsible for the demolition and removal of all existing mechanical elements within the project area except as follows:
  - 1. Elements shown on the drawings as "existing to remain and/or to be relocated".
  - 2. Elements serving adjacent areas.
  - 3. Elements required for the support of the newly remodeled areas.
  - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect existing systems as required providing for the continued function of these systems.

#### **1.11 CUTTING AND PATCHING**

- A. This contractor shall do all cutting and patching necessary for the installation of their work in all existing and new buildings unless otherwise noted.
- B. This contractor shall arrange for openings in the building as required for the installation of equipment furnished under this contract. Where piping must be extended or changed, patching with concrete will be done in the building. Patching shall be at both the top and bottom of sleeves where above grade.
- C. In areas where the integrity of new or existing fire separation assembly/wall is compromised by the work, contractor shall be responsible to patch and/or seal openings as necessary to maintain/return fire separation to rating as required by applicable codes.
- D. This contractor shall do all cutting and patching required for their work beyond the remodeled areas unless otherwise noted. All finish work shall include patching to match existing adjacent surfaces. Painting shall be by others.

#### **1.12 CLEANING AND RUBBISH**

- A. This contractor, upon completion of their work, shall remove all rubbish and debris resulting from their operation and shall remove it from site at his own expense.
- B. In so far as their work is concerned, all equipment shall be cleaned and the premises left in first class condition.
- C. This contractor shall maintain the work area each day to prevent hazardous accumulation of waste from their work.

#### **1.13 SEALING AND PENETRATION**

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.

- B. This contractor shall verify rating and location of all such construction with the architectural drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
  - 1. Dow Corning "Silicone RTV Foam"
  - 2. 3-M Corporation "Fire Barrier Caulk and Putty"
  - 3. Thomas & Betts "Flame Safe Fire Stop System"
- D. Installation of these products to be in strict accordance with manufacturer's recommendations and architectural specification sections or equivalent fire stopping architectural specification section.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

#### **1.14 ELECTRICAL CONNECTIONS**

- A. This contractor shall turn over all magnetic starters, thermal protective switches, and speed changing switches furnished under this contract for all motor driven equipment to the electrical contractor who will install such starters and switches and wire them to their respective motors as a part of the electrical contract.

#### **1.15 HAZARDOUS MATERIALS**

- A. If the contractor stores any hazardous solvents or other materials on the site, they shall obtain copies of the safety data sheets for the materials and post them on the site. The contractor shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
  - 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

#### **1.16 RECORD DRAWINGS**

- A. This contractor shall provide at the conclusion of the project one clean, non-torn, neat, and legible "as-built" set of drawings to the owner. These drawings shall show the routing of pipes, ductwork and equipment drawn in at scaled locations. All dimensions indicated shall be referenced to a column line. A set of construction blue prints will be furnished for this work.
- B. All mechanical systems installed shall be shown on the "as-built" drawings. This includes all addendum items and change orders.
- C. Refer to respective architectural specification section for additional information.
- D. This contractor shall update these drawings during the project at least every week.

#### **1.17 REVIEW OF MATERIALS**

- A. This contractor shall submit to the engineer for review one (1) electronic copy giving a complete list of materials and equipment they propose to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions and illustration. One of these returned copies shall be kept on the job at all times.
- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless the contractor notifies engineer in writing of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set that they have checked each of them in their entirety before submitting to the engineer. Submittals that are not dated and signed by the contractor will not be accepted, or checked and will be marked "resubmit" and sent back to the contractor.

### **1.18 TEST OF SYSTEMS**

- A. This contractor, before concealed, shall test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. At the conclusion of construction (before any covering up, painting or finishing) each element of the system shall be thoroughly tested against leakage, with appropriate pressure tests, as outlined herein and in appropriate sections of the specifications. All testing shall be hydrostatic unless permission is granted otherwise.
  - 1. Water: 100 psi maintained 8 hours
  - 2. Under Floor Pipes: 200 psi maintained 8 hours
- D. Fluid lines other than the above 1.5 times operating with a minimum pressure of 60 psig.
- E. After completion of installation, the systems shall be given tests under full operating conditions and pressures and all adjustments shall be made to make the system operative as required. All safety devices shall be tested for correct operation.

### **1.19 SCOPE OF WORK**

- A. All work shall be performed by well-qualified and licensed mechanics with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that their mechanics are familiar with all the various codes and tests applicable to this work.
- B. All equipment shall be new and of the type as specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- C. The intent of the drawings and specifications is for complete installation of the systems outlined in the drawings and specifications so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation.
- D. This contractor shall be required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type. The drawings and specifications cannot deal individually with the many minute items that may be required by the nature of the systems.
- E. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.
- F. The HVAC Contractor shall establish system elevations prior to fabrication and installation. The HVAC Contractor shall coordinate elevations with other trades. All elevations shall be coordinated with all trades in the field prior to installation. When a conflict between trades arises, the design team shall be notified immediately prior to further installation however priority shall be as follows:
  - 1. Lighting Fixtures
  - 2. Gravity flow piping, including steam and condensate
  - 3. Electrical bus duct
  - 4. Sheet metal
  - 5. Cable trays, including access space
  - 6. Other piping
  - 7. Conduits and wireway

### **1.20 VERIFICATION OF ELEVATION OF EXISTING LINES**

- A. This contractor shall before starting any new work, verify the elevations of all existing piping to which they must connect under this contract. The contractor shall report any discrepancies between drawing elevations and actual elevations to the engineer before proceeding with the

work. Failure of the contractor to do so shall make them liable for the cost of extra work involved.

#### **1.21 DAILY HOUSEKEEPING**

- A. At the end of each working day, this contractor shall remove all of their debris, rubbish, tools and surplus materials from the project work area. The work area shall be broom clean and left in a neat and orderly condition. The contractor for the removal of debris from the project shall not use the owner's waste disposal facility.
- B. At end of construction, all equipment shall be cleaned and the premises left in first class condition as far as this contractor's work is concerned.

#### **1.22 ALTERNATES**

- A. Refer to General Specification Sections for alternate bid description.

#### **1.23 DIGITAL MEDIA AGREEMENT**

- A. Computer Aided Drafting (CAD) documents may be available to the contractor for some uses. Contact the engineer prior to bidding to determine what information is available to be transmitted to the contractor in digital form.
- B. When documents are determined to be available, and as requested by the contractor, they will be transmitted upon the completion and execution of the MODUS digital media agreement.

#### **1.24 SECURE NETWORKABLE DEVICES**

- A. Update network devices to the most current software/firmware.
- B. Change default password of all networkable devices.
  - 1. Passwords shall have at least eight characters.
  - 2. Include uppercase and lowercase letters, numerals, and special characters
- C. Supply MAC address and serial number of all networkable devices.
- D. Work with the Owner's IT department to align to existing IT standards.
- E. Provide to the owner a printed and/or electronic spreadsheet log of all network information including, IP addresses, MAC addresses, logins and password information during system training.

#### **1.25 SYSTEM CONFIGURATION AND PROGRAMMING FILES**

- A. Supply system configuration and programming files where export is available.
- B. Supply uncompiled programming for systems applicable.
- C. All configuration and programming shall be property of the owner at conclusion of the project.

#### **PART 2 PRODUCTS**

**NOT USED**

#### **PART 3 EXECUTION**

**NOT USED**

**END OF SECTION**

## SECTION 23 0529

### HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Pipe hangers and supports
- B. Accessories

##### 1.02 RELATED SECTIONS

- A. Specification Section 23 2113 - Hydronic Piping

##### 1.03 REFERENCES

- A. ASME B31.1 - Power Piping
- B. ASME B31.5 - Refrigeration Piping
- C. ASME B31.9 - Building Services Piping
- D. ASTM F708 - Design and Installation of Rigid Pipe Hangers
- E. MSS SP58 - Pipe Hangers and Supports - Materials, Design and Manufacturer
- F. MSS SP69 - Pipe Hangers and Supports - Selection and Application
- G. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices

##### 1.04 SUBMITTALS

- A. Product Data: Provide manufacturers catalog data including load capacity.
- B. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- C. Manufacturer's Installation Instructions: Indicate special procedures and assembly of components.

##### 1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for support of piping.

#### PART 2 PRODUCTS

##### 2.01 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
  - 1. Anvil International International
  - 2. Cooper B-Line/Tolco
  - 3. Engineer approved equal.
- B. Hydronic Piping:
  - 1. Conform to ASME B31.9; ASTM F708
  - 2. Hangers for Pipe Sizes 1/2" to 1-1/2": Carbon steel, adjustable swivel, split ring. Anvil International Figure 104.
  - 3. Hangers for Hot Pipe Sizes 2" to 4": Carbon steel, adjustable, clevis. Anvil International Figure 260.
  - 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  - 5. Wall Support for Pipe Sizes to 3 Inches: Cast iron bracket. Anvil International Figure 213.
  - 6. Vertical Support: Steel riser clamp. Anvil International Figure 261.
  - 7. Floor Support for Hot Pipe Sizes to 4": Cast iron adjustable pipe saddle, lock nut, nipple, floor flange and concrete pier or steel support. Anvil International Figure 264.
  - 8. Copper Pipe Support: Carbon steel ring, adjustable, copper plated. Anvil International Figure 97.
  - 9. Provide zinc coated hangers and supports for all non air conditioned areas.

##### 2.02 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded one end or continuous threaded.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.

**3.02 PIPE HANGERS AND SUPPORTS**

- A. Support horizontal piping as scheduled.
- B. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
- C. Place hangers within 12 inches of each horizontal elbow.
- D. Use hangers with 1-1/2 inch minimum vertical adjustment.
- E. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- F. Support riser piping independently of connected horizontal piping.
- G. Provide copper plated hangers and supports for copper piping.
- H. Design hangers for pipe movement without disengagement of supported pipe.
- I. Support vertical piping every ten feet or on every floor.

**3.03 SCHEDULES**

<b>HANGER ROD Pipe Size</b>	<b>MAX. HANGER SPACING Feet</b>	<b>DIAMETER Inches</b>
1/2 to 1-1/4	6.5	3/8
1-1/2 to 2	10.0	3/8
2-1/2 to 3	10.0	1/2

**END OF SECTION**

**SECTION 23 0553**  
**IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates
- B. Tags
- C. Labels

**1.02 REFERENCES**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems

**1.03 SUBMITTALS**

- A. Submit list of wording, symbols, letter size, and color-coding for mechanical identification.
- B. Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Manufacturer's Instructions: Indicate installation instructions, special procedures, and installation.
- E. Project Record Documents: Record actual locations of tagged valves, include valve tag numbers.

**PART 2 PRODUCTS**

**2.01 NAMEPLATES**

- A. Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

**2.02 TAGS**

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- B. Information Tags: Clear plastic with printed "Danger," "Caution" or "Warning" and message; size 3-1/4" x 5-5/8" with grommet and self-locking nylon ties.
- C. Tag Chart: Typewritten letter size list in anodized aluminum frame plastic laminated.

**2.03 LABELS**

- A. Description: Laminated Mylar, size 1.9" x 0.75" adhesive backed with printed identification.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. De-grease and clean surfaces to receive adhesive for identification materials.

**3.02 INSTALLATION**

- A. Install identifying devices after completion of coverings and painting.
- B. Install plastic nameplates with corrosive-resistant mechanical fasteners or adhesive.
- C. Install labels with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer. Apply paint primer before applying labels for unfinished canvas covering.
- D. Install tags using corrosion resistant chain. Number tags consecutively by location.
- E. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
- F. Identify control panels and major control components outside panels with plastic nameplates.
- G. Identify valves in main and branch piping with tags.
- H. Identify air terminal units and radiator valves with numbered tags.

- I. Tag automatic controls, instruments, and relays. Key to control schematic.
- J. Identify piping, concealed or exposed with plastic tape pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure and at each obstruction. Identify on both sides of any wall.
- K. Conform to owner's existing identification scheme. Verify with owner prior to bid.

**END OF SECTION**

**SECTION 23 0719**  
**HVAC PIPING INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fiberglass (Steam, chilled, hot, Geo)
- B. Flexible elastomeric cellular insulation (Chilled, refrigerant)

**1.02 RELATED SECTIONS**

- A. Specification Section 23 2113 - Hydronic Piping

**1.03 REFERENCES**

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus
- B. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement
- C. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement
- D. ASTM C518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
- E. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
- F. ASTM C547 - Standard Specification for Mineral Fiber Preformed Pipe Insulation
- G. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation
- H. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- J. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials
- K. NAIMA National Insulation Standards
- L. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials
- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials

**1.04 SUBMITTALS**

- A. Product Data: Provide product description, thermal characteristics, list of materials, and thickness for each service and locations.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years experience.

**1.06 REGULATORY REQUIREMENTS**

- A. Conform to maximum flame spread/smoke developed rating of 25/50 in accordance with ASTM E84.

**1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Accept materials on site, labeled with manufacturer's identification, product density and thickness.

**1.08 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain ambient conditions required by manufacturers of each product.

- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

## **PART 2 PRODUCTS**

### **2.01 FIBERGLASS**

- A. Manufacturers:
  - 1. Johns Manville Micro-Lok HP
  - 2. Owens Corning
  - 3. Knauf
  - 4. Engineer approved equal.
- B. Insulation: ASTM C547 rigid molded, noncombustible
- C. "K" Value: ASTM C335, 0.25 at 75 deg F.
- D. Minimum Service Temperature: 0 deg F.
- E. Maximum Service Temperature: 800 deg F.
- F. Maximum Moisture Absorption: <5% by weight
- G. Vapor Barrier Jacket: ASTM C1136, white Kraft paper with fiberglass yarn, bonded to aluminized film.
- H. Moisture Vapor Transmission: ASTM E96; 0.02 perm inches.
- I. Secure with self-sealing longitudinal laps and butt strips.
- J. Surface Burning: ASTM E84; Flame Spread-25, Smoke Developed-50
- K. VOC Content: ASTM D5116; 0.15 g/l

### **2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION**

- A. Manufacturers:
  - 1. Armacell: AP Armaflex
  - 2. Aerocel
  - 3. K-flex
  - 4. Engineer approved equal.
- B. Insulation: ASTM C534 flexible cellular elastomeric molded foam
- C. "K" Value: ASTM C177 or C518; 0.27 at 75 deg F.
- D. Minimum Service Temperature: -40 deg F.
- E. Maximum Service Temperature: 220 deg F.
- F. Maximum Moisture Absorption: ASTM D1056, 5.0% by weight gain
- G. Maximum Water Vapor Permeability: ASTM E96; 0.05 perm-in
- H. Maximum Flame Spread: ASTM E84; 25
- I. Maximum Smoke Developed: ASTM E84; 25
- J. Insulated Pipe Hangers: Refer to the requirements for elastomeric insulation contained in the Inserts and Shields portion of this section.
- K. Elastomeric Foam Adhesive:
  - 1. Manufacturers:
    - a. Armstrong #BLV 520
    - b. Halstead/K-Flex
    - c. Aeroflex
    - d. Engineer approved equal.
  - 2. Air-dried contact adhesive, compatible with insulation
  - 3. VOC Content: 0 g/L as calculated and reported by SCAQMD 1168

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry with foreign material removed.

### **3.02 INSTALLATION**

- A. Install materials in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Insulated Dual Temperature Pipes or Cold Pipes Conveying Fluids Below Ambient Temperature:
  - 1. Provide vapor barrier jackets, factory applied or field applied.
  - 2. Insulate fittings, joints and valves with molded insulation of like material and a thickness as adjacent pipe.
  - 3. PVC fitting covers may be used.
  - 4. Continue insulation through walls (unless in firewall sleeves), pipe hangers and other pipe penetrations.
  - 5. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
  - 6. Vapor seal insulation ends every 20 feet.
- D. Insulated Pipes Conveying Fluids Above Ambient Temperature:
  - 1. Provide standard jackets with vapor barrier, factory applied.
  - 2. Insulate fittings, joints and valves with insulation of like material and thickness as adjoining pipe.
  - 3. PVC fitting covers may be used.
  - 4. Hot piping conveying fluids 140 deg F or less do not insulate flanges and unions at equipment, but level and seal ends of insulation.
  - 5. Hot piping conveying fluids over 140 deg F, insulate flanges and unions at equipment.
- E. Inserts and Shields:
  - 1. Manufacturers:
    - a. Jeff Company/Buckaroo
    - b. Armacell
    - c. Cooper/Eaton
    - d. TPS
    - e. Engineer approved equal.
  - 2. Shields: Galvanized saddle with flared edges between pipe hangers or pipe hanger rolls and inserts.
  - 3. Insert Location: Between support shield and piping and under the vapor barrier and finish jacket.
  - 4. Insert Configuration: Minimum six inch (6") long of same thickness and contour as adjoining insulation; may be factory fabricated.
  - 5. Insert Type:
    - a. Polystyrene and Fiberglass Insulation: 360 degree polyisocyanurate or phenolic foam cylindrical insert capable of supporting piping system. Pre-fabricated, insulated and jacketed supports are acceptable. Blocks, plugs, or wood material are not acceptable.
    - b. Closed Cell (Elastomeric) Insulation: Pre-fabricated 360 degree insulated pipe hanger with polyethylene inserts (Armacell "Armafix" or equal). Match thickness of pipe insulation. Hanger shall have PVC or aluminum jacket. Provide friction tape on inside of pipe clamp/support to avoid slipping.
- F. Insulation shall be continuous at all hangers. Hanger shall not be in direct contact with pipe.
- G. Heat traced piping insulate fittings, joints and valves with insulation of like material, thickness and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer.

**3.03 TOLERANCE**

- A. Substituted insulation materials shall provide thermal resistance within 10% at normal conditions, as materials indicate.

**3.04 SCHEDULE**

**FIBERGLASS INSULATION**

<b>PIPING SYSTEMS</b>	<b>PIPE SIZE</b>	<b>THICKNESS</b>
Heating Water Supply and Return:	Less than 1.5"	1.5"
Heating Water Supply and Return:	1.5" and larger	2"
Cooling Coil Condensate Drains:	ALL	1"

**FLEXIBLE ELASTOMERIC FOAM INSULATION**

<b>PIPING SYSTEMS</b>	<b>PIPE SIZE</b>	<b>THICKNESS</b>
Cooling Coil Condensate Drains:	ALL	1"
Refrigerant Suction Lines:	ALL	1"
Refrigerant Liquid Lines:	ALL	1"

- A. Note: Pre-insulated refrigerant piping from the manufacturer shall be approved for use.

**END OF SECTION**

**SECTION 23 2113  
HYDRONIC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Heating water and glycol piping
- B. Unions, flanges, and couplings

**1.02 RELATED SECTIONS**

- A. Specification Section 23 0719 - HVAC Piping Insulation

**1.03 REFERENCES**

- A. ASME - Boiler and Pressure Vessel Codes, SEC 9 - Qualification Standard for Welding and Brazing Procedures, Welders, Brazers, and Welding and Braising Operators
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings
- C. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
- D. ASME B31.5 - Refrigeration Piping
- E. ASME B31.9 - Building Services Piping
- F. ASTM A53 - Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless
- G. ASTM A234 - Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures
- H. ASTM B32 - Solder Metal
- I. ASTM B88 - Seamless Copper Water Tube
- J. ASTM F708 - Design and Installation of Rigid Pipe Hangers
- K. AWS A5.8 - Brazing Filler Metal
- L. AWS D1.1 - Structural Welding Code

**1.04 SYSTEM DESCRIPTION**

- A. Where more than one piping system material is specified, ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure that flanges, union, and couplings for servicing are consistently provided.
- B. Use of grooved mechanical couplings and fasteners are approved for use in accessible locations only.
- C. Use unions, flanges, and couplings downstream of valves and at equipment or apparatus connections. Do not use direct welded or threaded connections to valves, equipment or other apparatus.
- D. Use non-conducting dielectric connections whenever jointing dissimilar metals in open systems.
- E. Provide pipe hangers and supports in accordance with ASTM B31.9 unless indicated otherwise.
- F. Use 3/4 inch ball valves with cap for drains at main shut-off valves, low points of piping, bases of vertical risers, and at equipment. Pipe to nearest floor drain.
- G. Fittings:
  - 1. All fittings used in this work for threaded construction, except as otherwise noted, shall be ASTM A197, 150 psi. malleable iron.
  - 2. Fittings shall be smooth and of uniform thickness and with cut tapering threads.
  - 3. All fittings shall be ASTM A234, WPB grade and seamless steel in welded construction.
  - 4. All fittings shall be of standard weight and dimension.
  - 5. Reducing fittings shall be used instead of bushings where reductions in size of pipe occur.
  - 6. Eccentric reducing couplings shall make reductions in main sizes.

### **1.05 SUBMITTALS**

- A. Product Data: Include data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- B. Welder's Certificate: Include Welder's Certification of Compliance with ASME Section IX.
- C. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.

### **1.06 PROJECT RECORD DOCUMENTS**

- A. Record actual locations of valves.

### **1.07 OPERATION AND MAINTENANCE DATA**

- A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

### **1.08 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing the work of this section with minimum three years experience.
- C. Welders: Certify in accordance with ASME Section IX.

### **1.09 REGULATORY REQUIREMENTS**

- A. Conform to ASME B31.9 code for installation of piping system.
- B. Welding Materials and Procedures: Conform to ASME SEC 9 and applicable state labor regulations.
- C. Provide certificate of compliance from authority having jurisdiction indicating approval of welders.

### **1.10 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, protect and handle products to site.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work and isolating parts of completed system.
- F. Protect plastic piping materials from degradation due to ultraviolet (UV) light exposure. Where plastic piping materials are stored in a location that receives direct sunlight, provide protective coverings to shield materials UV light exposure.

## **PART 2 PRODUCTS**

### **2.01 HEATING WATER AND GLYCOL PIPING (ABOVE GROUND)**

- A. Steel Pipe: ASTM A53, Schedule 40, Grade B, black. Minimum 0.375 inch wall for 12 inch and over.
  - 1. Fittings: ASTM B16.3 malleable iron or ASTM A234 forged steel welding type fittings.
  - 2. Joints:
    - a. Threaded for pipe two inch (2") and under.
    - b. AWS D1.1 welded for pipe over two inches.
- B. Copper Tubing: ASTM B88, type #L, hard drawn.
  - 1. Fittings: ASME B16.18 cast brass or ASME B16.22 solder wrought copper.
  - 2. Tee Connections: Mechanically extracted collars with notched and dimpled branch tube.
  - 3. Joints: Solder, lead free, 95-5 tin antimony or tin and silver with melting range 430 deg F to 535 deg F.

## **2.02 UNIONS, FLANGES AND COUPLINGS**

- A. Unions for Pipe Two Inch (2") and Under:
  - 1. Ferrous Piping: 150 psig malleable iron, threaded.
  - 2. Copper Pipe: Bronze, soldered joints.
- B. Flanges for Pipe Over Two Inches:
  - 1. Ferrous Piping: 150 psig forged steel, slip-on.
  - 2. Copper Piping: Bronze.
  - 3. Gaskets: 1/16 inch thick preformed neoprene.
- C. Grooved and Shouldered Pipe End Couplings:
  - 1. Housing Clamps: Malleable iron to engage and lock designed to permit some angular deflection, contraction and expansion.
  - 2. Sealing Gasket: C-shape elastomer composition for operating temperature range from -30 deg F to 230 deg F.
  - 3. Accessories: Steel bolts, nuts and washers.
- D. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, and water impervious isolation barrier.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare piping connections to equipment with flanges or unions.
- D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- E. After completion fill, clean, and treat systems.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install heating water, glycol, chilled water piping to ASME B31.9. Install chilled water piping to ASME B31.5.
- C. Route piping in orderly manner, parallel to building structure and maintain gradient.
- D. Install piping to conserve building space and not interfere with use of space.
- E. Group piping, whenever practical, at common elevations.
- F. Sleeve pipe passing through partitions, walls, and floors.
- G. Slope piping and arrange to drain at low points.
- H. Install piping to allow for expansion and contraction without stressing pipe, joints or connected equipment.
- I. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- J. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors.
- K. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- L. Where pipe support members are welded to structural building framing; scrape, brush clean, and apply one coat of zinc rich primer to welds.
- M. Prepare unfinished pipe, fittings, supports, and accessories for finish painting.
- N. Install valves with stems upright or horizontal. Not inverted.
- O. Wire welding is not permitted.

- P. Caulking or salting of joints is not permitted.
- Q. Condensate drain lines shall have four inch (4") high vent T's every 20 feet minimum or in each horizontal line when less than 20 feet. Provide cleanouts as required to service line.

**END OF SECTION**

**SECTION 23 8126**  
**DUCTLESS SPLIT SYSTEM UNITS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single zone unit.

**1.02 REFERENCES**

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment.
- B. AHRI 270 - Standard for Sound Performance Rating of Outdoor Unitary Equipment.
- C. AHRI 365 - Standard for Performance Rating of Commercial and Industrial Unitary Air-Conditioning Condensing Units.
- D. ASHRAE 15 - Safety Standard for Refrigeration Systems.
- E. ASHRAE 90.1 - Energy Standard for Buildings except Low-Rise Residential Buildings.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- G. NEMA MG 1 - Motors and Generators.
- H. NFPA 70 - National Electrical Code.
- I. UL 207 - Refrigerant-Containing Components and Accessories, Non-Electrical.
- J. UL 1995 - Heating and Cooling Equipment.

**1.03 SUBMITTALS**

- A. Product Data: Provide typical catalog of information including rated capacities, furnished specialties, accessories, and arrangements.
- B. Shop Drawings:
  - 1. Indicate cross sections of cabinets, grilles, bracing and reinforcing, and typical elevations.
  - 2. Submit schedules of equipment and enclosures typically indicating length and number of pieces of element and enclosure, and comparison of specified heat required to actual heat output provided.
  - 3. Indicate mechanical and electrical service locations and requirements.
- C. Manufacturer's Instructions: Indicate installation instructions and recommendations.
- D. Project Record Documents: Record actual locations of components and locations of access doors in radiation cabinets required for access or valve.
- E. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listings.
- F. Warranty: Submit manufacturer's warranty and ensure forms have been completed in owner's name and registered with manufacturer.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA70, Article100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Energy-Efficiency Ratio and Coefficient of Performance: Equal to or greater than prescribed by ASHRAE90.1.
- D. The system components must be tested in accordance with the AHRI standard that applies to the particular component. All outside unit sound data presented must be determined using AHRI 270 methods.

## 1.05 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc. or ETL, as suitable for the purpose specified and indicated.

## 1.06 WARRANTY

- A. Provide five-year manufacturer's parts and defects warranty from time of installation.

## PART 2 PRODUCTS

### 2.01 SINGLE ZONE SYSTEM

- A. Manufacturers
  - 1. Daikin
  - 2. Fujitsu
  - 3. Friedrich
  - 4. LG
  - 5. Mitsubishi
  - 6. Panasonic
  - 7. Engineer approved equal.
- B. Summary: Split-system air conditioning consisting of separate evaporator-fan and compressor-condenser components. Units shall be a variable capacity, single zone system.
- C. Indoor Units: Self contained fully factory assembled, wired and run tested prior to shipment. Contained within the indoor unit shall be all factory wiring, piping, control circuit board, fan, and fan motor. The unit shall have a self-diagnostic function, 3-minute restart time delay mechanism, an auto restart function, an emergency / test operation. Indoor unit shall be charged with dry air before shipment from factory.
  - 1. Cabinet:
    - a. The wall mounted cabinet shall be of ridged polymer construction, have a white finish, adjustable air discharge, and integral mounting bracket.
  - 2. Fan:
    - a. The indoor unit fan shall be an assembly with a direct driven fan powered by a single motor.
    - b. The fan shall be statically and dynamically balanced with permanently lubricated bearings.
    - c. The indoor fan shall have no less than three fan speeds.
  - 3. Filter:
    - a. Return air shall be filtered by means of an easily removed, washable, mold resistant filter.
  - 4. Coil:
    - a. The indoor unit coil shall be of nonferrous construction with smooth plate fins on copper tubing.
    - b. All tube joints shall have corrosion resistant alloy brazing.
    - c. The coils shall be pressure tested at the factory.
    - d. A sloped, corrosion resistant condensate pan with drain shall be provided under the coil.
    - e. Provide a condensate pump with 20" of lift for discharge of condensate from drain pan.
    - f. The condensate pump shall be mounted within the indoor unit casing.
  - 5. Electrical:
    - a. The indoor unit shall be powered and controlled directly from the outdoor unit providing both primary power and integrated, bi-directional, digital control signal.
    - b. Indoor unit shall have a wall mounted and hard wired thermostat as shown on the drawings.
- D. Outdoor Units:
  - 1. General: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, with compressor and condenser.

2. Unit Cabinet:
  - a. The casing shall be fabricated of galvanized steel with powder coating for corrosion protection. Assembly hardware shall be cadmium plated or stainless steel.
  - b. Mounting feet, traverse mounted across the cabinet base pan, welded mount.
3. Fan:
  - a. The unit shall be furnished with a direct drive, propeller type fan.
  - b. The condenser fan motor shall be a variable speed, direct current (DC) motor and shall have permanently lubricated bearings.
  - c. The fan motor shall be mounted with vibration isolation for quiet operation.
  - d. The fan shall be provided with a guard to prevent contact with moving parts.
4. Coil:
  - a. The outdoor unit coil shall be cooper with aluminum fins.
  - b. The coil shall be protected with an integral guard.
  - c. Refrigerant flow from the outdoor unit to the indoor units shall be independently controlled by means of an electronic linear expansion valve.
  - d. Outdoor unit shall be pre-charged with sufficient R-410a to run the system.
  - e. All refrigerant piping between the outdoor and indoor units shall be sized per the manufacturer's recommendations.
5. Compressor:
  - a. The compressor shall be a high performance, hermetic, inverter driven, variable speed, dual rotary type.
  - b. The compressor motor shall be direct current (DC) type equipped with a factory supplied and installed inverter drive package.
  - c. The outdoor unit shall be equipped with a suction side refrigerant accumulator.
  - d. The compressor will be equipped with an internal thermal overload.
  - e. The compressor shall be mounted to avoid the transmission of vibration.
  - f. The compressor shall have a low ambient kit to allow cooling down to 0 deg F.
6. Roof Mounting Kit
  - a. Aluminum Channel encased within recycled rubber for direct placement onto roof membrane. Kit shall include all mounting hardware. Equal to "Big Foot Mini Split Kit"

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install equipment exposed to finished areas after walls and ceilings are finished and painted. Avoid damage.
- C. Protection: Provide finished cabinet units with protective covers during balance of construction.
- D. Install refrigeration systems in accordance with ASHRAE 15.
- E. Mount air-cooled outdoor condensing unit on rooftop supports or ground mounted stand. Refer to manufacturer's instructions for minimum height. See drawings on location.
- F. Mechanical contractor shall run control wiring from outdoor unit to each indoor unit. Install wired thermostat as shown on the drawings.

### **3.02 CLEANING**

- A. After construction is completed, including painting, clean exposed surfaces of all units. Vacuum clean the coils and inside of the cabinets.
- B. Touch-up marred or scratched surfaces of factory-finished cabinets using finish materials furnished by the manufacturer.
- C. Install new filters.

**END OF SECTION**



**SECTION 26 0050**  
**BASIC ELECTRICAL REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Basic Electrical Requirements specifically applicable to Electrical Division Specification Sections.
- B. Division 26 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.
- C. Division 26 Specification requirements also include, by reference, Specification Section 08 7100 - Door Hardware. Review and inclusion of the electrical requirements of this specification section are included as a part of this contract.

**1.02 OWNER OCCUPANCY**

- A. The owner will occupy the premises during the construction period.
- B. Limit use of site and premises to allow owner occupancy.
- C. Cooperate with the owner to minimize conflict and to facilitate owner's operations.
- D. Schedule the work to accommodate this requirement.

**1.03 REGULATORY REQUIREMENTS**

- A. This contractor shall give proper authorities all requisite notices relating to work in his charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by himself, by his employees or through any operation under his charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
  - 1. The National Board of Fire Underwriters
  - 2. The ANSI-NFPA 70 National Electrical Code
  - 3. The National Fire Protection Association (NFPA)
  - 4. The Occupations Safety and Health Act (OSHA)
  - 5. IBC Building Code (current) and any current applicable city building and or electrical codes.
  - 6. Fire Protection: Conform to International Fire Code (IFC) and NFPA.
  - 7. International Energy Conservation Code (IECC)
  - 8. The Joint Commission
  - 9. Iowa Administrative Code, Chapter 61.
- F. Obtain permits and request inspections from authority having jurisdiction.
- G. Conform to latest approved versions of codes.

**1.04 PROJECT/SITE CONDITIONS**

- A. Install work in locations shown on drawings unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.

- C. This contractor, before submitting his bid, shall visit the site of the project to familiarize himself with locations and conditions affecting his work.
- D. It is the intent of this specification that the contractor furnish all labor and material required to complete the installation as outlined in the drawings and specifications. No additions to the contract price will be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.
- E. Whenever renovation or remodeling or relocation of existing equipment is included in the contract, it is imperative that all locations of existing wiring conduits, electrical panels, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide, as necessary, for the installation of his work and in accordance with materials other than the structure.

#### **1.05 SEQUENCING AND SCHEDULING**

- A. This contractor shall arrange his work in order that it progresses along with the general construction of the building.
- B. This contractor shall be kept informed as to the work of other trades engaged in the project and shall execute his work in such a manner so as not to delay or interfere with progress of other contractors.
- C. Where space for mechanical and electrical lines and piping is limited, it is imperative that all such trades coordinate their work so as to insure concealment in space provided. Where conflict exists, the engineer shall decide priority of space. If work is not properly coordinated, the engineer may require removal and relocation of work without additional compensation.

#### **1.06 GUARANTEE**

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished, and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at his own expense.

#### **1.07 ENGINEER APPROVED EQUAL PRODUCTS**

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall include all pertinent product information needed to evaluate the substitution as an "equal".
- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

### **1.08 OWNER'S RIGHT OF SALVAGE**

- A. Before beginning construction, the contractor shall check and verify with the owner each item of existing equipment that must be removed.
- B. The owner will designate which items of material or equipment not reused that he may wish to keep. The contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.
- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for his use shall become the property of the contractor and shall be removed from the site.

### **1.09 PROTECTION AND MAINTENANCE**

- A. The work covered by these drawings and specifications may involve work in both new and remodeled areas of the building.
- B. Where necessary to connect to any existing utility service, this electrical contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- C. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- D. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of his work.
- E. Coordinate protection requirements with department heads before beginning construction.
- F. Protect any building openings from unauthorized entry. Coordinate with owner where building entry must be controlled.

### **1.10 DEMOLITION**

- A. This contractor shall be responsible for the demolition and removal of all existing electrical elements within the project area except as follows:
  - 1. Elements shown on the drawings as "existing to remain and/or to be reused".
  - 2. Elements serving adjacent areas.
  - 3. Elements required for the support of the newly remodeled areas.
  - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect the existing systems as required providing for the continued function of these systems.

### **1.11 CUTTING AND PATCHING**

- A. This contractor shall do all cutting and patching necessary for the installation of his work in all existing and new buildings unless otherwise noted.
- B. In areas where the integrity of new or existing fire separation assembly/wall is compromised by the work, this contractor shall be responsible to patch and/or seal openings as necessary to maintain and/or return fire separation to rating as required by applicable codes.
- C. This contractor shall do all cutting and patching required for his work beyond the remodeled areas unless otherwise noted. All finish work shall include patching to match existing adjacent surfaces. Painting shall be by others.

### **1.12 CLEANING AND RUBBISH**

- A. This contractor, upon completion of his work, shall remove all rubbish and debris resulting from his operation and shall remove it from site at his own expense.
- B. As far as his work is concerned, all equipment shall be cleaned and the premises left in first class condition.
- C. This contractor shall maintain the work area each day to prevent hazardous accumulation of waste from his work.

### **1.13 SEALING AND PENETRATION**

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.
- B. This contractor shall verify rating and location of all such construction with the architectural drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
  - 1. Dow Corning "Silicone RTV Foam"
  - 2. 3-M Corporation "Fire Barrier Caulk and Putty"
  - 3. Thomas & Betts "Flame Safe Fire Stop System"
- D. Installation of these products are to be in strict accordance with the manufacturer's recommendations.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

### **1.14 ELECTRICAL CONNECTIONS**

- A. This contractor shall mount and wire all magnetic starters, thermal protective switches, and speed changing switches furnished under the mechanical contract and install such starters and switches and wire them to their respective motors as a part of the electrical contract.
- B. All other magnetic starter switches, safety switches and speed control devices indicated on the electrical drawings or specifications are the responsibility of the electrical contractor to furnish and install.
- C. Unless specifically stated elsewhere, the wiring of the temperature control system shall be the responsibility of the mechanical contractor.
- D. The contractor shall provide line voltage power and rough-in for Fire Alarm system. Coordinate required line voltage and installation locations prior to bid.

### **1.15 HAZARDOUS MATERIALS**

- A. If the contractor stores any hazardous solvents or other materials on the site, he shall obtain copies of the safety data sheets for the materials and post them at the site. He shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
  - 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

### **1.16 AS-BUILT DRAWINGS**

- A. This electrical contractor shall provide (at the conclusion of the project) one clean, non-torn, neat and legible "as-built" set of drawings to the owner. These drawings shall show the routing of conduit, wiring and equipment drawn in at scaled locations. All circuits shall be labeled and shall conform to labeled panel breakers. All dimensions indicated shall be referenced to a column line. A set of construction drawings will be furnished for this work.
- B. All electrical panels and electrical installed equipment shall be shown on the "as-built" drawings.
- C. Refer to General Specification Sections for additional requirements.
- D. This contractor shall update these drawings during the project at least once a week.

### **1.17 ALTERNATES**

- A. Refer to description of alternate bids under General Specification Sections.

### **1.18 REVIEW OF MATERIALS**

- A. This contractor shall submit to the engineer for review one (1) electronic copy giving a complete list of materials, fixtures, devices and panels he proposes to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions, and illustration. One of the returned copies shall be kept on the job at all times.

- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless he notifies engineer, in writing, of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set. This indicates that each of them have been checked in their entirety before submitting to the engineer. Submittals that are not dated and signed by the contractor will not be accepted or checked and will be marked "resubmit" and sent back to the contractor.

#### **1.19 TEST OF SYSTEMS**

- A. This contractor shall, before concealed, test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. Each individual feeder circuit shall be tested at the panel and in testing for insulation resistance to ground; the power equipment shall be connected for proper operation. In no case shall the insulation resistance to ground be less than that required by the National Electrical Code (NEC).
- D. For 480V systems that are 1,000 amps or greater, this contractor shall provide primary injection testing to satisfy the requirements of the National Electrical Code (NEC) to ensure the ground-fault protection system has been performance tested when first installed on-site and provide a written record of this test to the Owner once completed.

#### **1.20 SCOPE OF WORK**

- A. This contractor shall furnish all the labor and material necessary to install a complete electrical system for the building. The system shall include all items of work as outlined in these specifications and on the drawings.
- B. All work shall be performed by a well-qualified, licensed electrician with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that his employees are familiar with all the various codes and tests applicable to this work.
- C. All equipment shall be new and of the type specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- D. The intent of the specifications and drawings is for complete installation of the systems outlined in the specifications and drawings so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation. The specifications and drawings cannot deal individually with the many minute items that may be eventually required by the nature of the systems.
- E. This contractor is required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type.
- F. This contractor, before proceeding with any work, shall review the architectural drawings. Any conflict between the electrical and architectural drawings shall be reported to the engineer for clarification.
- G. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.
- H. The Electrical Contractor shall establish electrical utility elevations prior to fabrication and installation. The Electrical Contractor shall coordinate utility elevations with other trades. All

elevations shall be coordinated with all trades in the field prior to installation. When a conflict between trades arises, the design team shall be notified immediately prior to further installation however priority shall be as follows:

1. Lighting Fixtures
2. Gravity flow piping, including steam and condensate.
3. Electrical bus duct.
4. Sheet metal.
5. Cable trays, including access space.
6. Other piping.
7. Conduits and wireway.

#### **1.21 DAILY HOUSEKEEPING AND CLEANING**

- A. At the end of each workday, the contractor shall remove all of his debris, rubbish, tools, and surplus materials from the project work area. The work area shall be broom cleaned and left in a neat and orderly condition. The contractor shall not use the owner's waste disposal facility for the removal of debris from the project.
- B. At end of construction, all equipment shall be cleaned and the premises left in first class condition as far as this contractor's work is concerned.

#### **1.22 ELECTRICAL UTILITY COMPANY**

- A. Any fees by the utility company are to be billed directly to the owner.
- B. The contractor is required to assist the owner in the preparation of all utility company rebate forms that deal with equipment furnished and/or installed as a part of this contractor.

#### **1.23 TELECOMMUNICATIONS UTILITY COMPANY**

- A. Any fees by the telecommunications utility company are to be billed directly to the owner.
- B. The contractor shall be required to provide pathways to the property easement and/or right-of-way. Final Coordination of conduit routing and termination shall be performed by this contractor while communicating with each telecommunications utility company. This shall include telephone, cable television and internet services to the building.

#### **1.24 WALL CONTINUITY (1 HR.)**

- A. All items mounted in 1 hr. rated walls requiring an opening larger than a four inch (4") square (16 sq. inches) require the 1 hr. rating not be degraded.
- B. Any branch panel in a 1 hr. wall will require the exterior of the recessed panel be covered with 5/8 inch fire rated gypsum board. This is true for any device requiring more than a 16 sq. inch opening.

#### **1.25 TRENCHING AND BACKFILLING**

- A. Each contractor is responsible for their own individual trenching and backfilling unless otherwise noted in the drawings or addendum.
- B. All underground utilities, telephone conduit, parking lot lighting, tunnels, etc shall be exactly located prior to digging. This contractor shall be held responsible for all damages caused by failure to do so.
- C. Any backfill shall be tamped and compacted to prevent future settling. The backfill shall be installed to a smooth and level grade and installed in accordance with local codes.
- D. All excess dirt shall be cleared from the area and disposed of as directed by the owner.
- E. Refer to architectural specification sections for additional information.

#### **1.26 LOW VOLTAGE CONDUIT INSTALLATION**

- A. This contractor shall install conduit serving low voltage cables located in all mechanical rooms and non-accessible areas and exposed structural areas. Use cable trays in other areas as indicated on the drawings. Where cable trays are not accessible, use J-hooks equal to Caddy Cable CAT. Provide hooks with closure holes and cable ties. Mount hooks three foot (3') on center.

- B. This contractor shall install conduit sleeves serving low voltage cables through walls and floors.
- C. Refer to other specification sections for additional information.

**1.27 TEMPORARY POWER AND LIGHTING**

- A. Temporary electrical power and lighting necessary for the construction process is the responsibility of the electrical contractor and shall be included in the base bid amount.

**1.28 EXTRA MATERIALS AND LABOR**

- A. The electrical contractor shall include in their bid additional resources for the removal and installation of 5 existing junction boxes in order to maintain access upon completion of construction. Provide new wiring as necessary where length is insufficient to maintain a complete system. The relocation requests may occur anytime during the construction process as requested by the Owner or Design Team. Junction boxes may be associated with Divisions 26, 27 and 28.

**1.29 ALLOWANCE**

- A. Include a \$5,000.00 allowance in the bid amount for owner or engineer directed changes during the construction period. Changes shall be priced prior to proceeding with the work. Any amount left over at the conclusion of the project shall be deducted from the contractor's last payment application.

**1.30 DIGITAL MEDIA AGREEMENT**

- A. Computer Aided Drafting (CAD) documents may be available to the contractor for some uses. Contact the engineer prior to bidding to determine what information is available to be transmitted to the contractor in digital form.
- B. When documents are determined to be available, and as requested by the contractor, they will be transmitted upon the completion and execution of the MODUS digital media agreement. A service fee for each document transmitted will be assessed to the contractor. Documents will be transmitted upon payment receipt. Current service fee is \$100.00 per CAD sheet.

**1.31 SECURE NETWORKABLE DEVICES**

- A. Update network devices to the most current software/firmware.
- B. Change default password of all networkable devices.
  - 1. Passwords shall have at least eight characters.
  - 2. Include uppercase and lowercase letters, numerals, and special characters
- C. Supply MAC address and serial number of all networkable devices.
- D. Work with the Owner's IT department to align to existing IT standards.
- E. Provide to the owner a printed and/or electronic spreadsheet log of all network information including, IP addresses, MAC addresses, logins and password information during system training.

**1.32 SYSTEM CONFIGURATION AND PROGRAMMING FILES**

- A. Supply system configuration and programming files where export is available.
- B. Supply uncompiled programming for systems applicable.
- C. All configuration and programming shall be property of the owner at conclusion of the project.

**PART 2 PRODUCTS**

**NOT USED**

**PART 3 EXECUTION**

**NOT USED**

**END OF SECTION**



## SECTION 26 0090

### MINOR ELECTRICAL DEMOLITION FOR REMODELING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. The requirements of the Contract Forms, the Conditions of the Contract, Division 1 - General Requirements and Specification Section 26 0050 - Basic Electrical Requirements "General Provisions" apply to this section.

##### 1.02 SCOPE

- A. This contractor shall be responsible for the demolition and removal of all existing electrical elements within the project area except as follows:
  - 1. Elements shown on the drawings as "existing to remain and/or to be relocated".
  - 2. Elements serving adjacent areas.
  - 3. Elements required for the support of the newly remodeled areas.
- B. Preserve services to the existing facility. Extend, reroute, and reconnect existing systems as required providing for the continued function of these systems.
- C. Demolition shall be accomplished by the proper tools and equipment for the work to be removed. Personnel shall be experienced and qualified in the type of work to be performed.
- D. This electrical contractor shall remove all abandoned equipment, conduit, supports, equipment curbs and bases associated with the remodeled area unless noted otherwise.
- E. This contractor is responsible to provide temporary electrical protection during this project.

##### 1.03 MATERIALS

- A. All elements to be removed are subject to the Owner's Right of Salvage.
- B. All materials removed shall be the property of the removing contractor and shall be removed from the site by him, unless otherwise specified.
- C. The owner may designate and have salvage rights to any material herein demolished by this contractor. It will be the owner's responsibility to designate such salvageable items and remove them prior to the contractor working in that area.

##### 1.04 WORK BY OTHERS

- A. Unless specifically noted under other contracts, the electrical contractor shall assume he will perform all required work. In general, the following will be performed by others:
  - 1. The mechanical contractor shall be responsible for the cutting and capping of all existing gas, water, sewer, and any other utility service.

##### 1.05 EXISTING CONDITIONS

- A. If any existing fixtures or devices that are to remain are disturbed by operations under this contract, the contractor is required to re-establish continuity of such systems.
- B. The electrical contractor shall arrange for the general contractor to repair and patch all construction with material necessary to match surrounding due to removal of equipment and conduit.
- C. The electrical contractor shall furnish all required labor and material, where required, to extend new work to connect to similar work for extension of existing systems.
- D. Demolition plans are based on casual field observations and existing record documents. Report discrepancies to the owner before disturbing existing installation. Beginning of demolition means installer accepts existing conditions.

## **PART 2 PRODUCTS**

### **NOT USED**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify field-circuiting arrangements and reconnect as necessary.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities. Reconnect circuits, as required, to prevent de-energizing of remaining receptacles and lights.
- C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to the owner before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.
- E. Review existing panels to remain in the area of construction. Notify the design team of any damaged circuit breakers or missing closure plates.
- F. Review existing lighting to remain in the area of construction. Notify the design team of any non-functional lamps, ballasts, or electrical parts.

### **3.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal. Disconnect circuits at the source.
- B. Coordinate utility service outage with local utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits use personnel experienced in such operations. This shall include 600 volt or less systems and low voltage signal circuits.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchover connections. Obtain permission from the owner, at least 48 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections as required.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switch over and connections. Notify owner and local fire service at least 24 hours before partially or completely disabling the system. Minimize outage duration. Make temporary connections to maintain service within construction areas and in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service.

### **3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Demolish and extend existing electrical work under provisions of this section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide a blank cover for abandoned outlets that have not been removed.
- F. Disconnect and remove abandoned panelboards and distribution equipment.
- G. Disconnect and remove electrical devices and equipment serving utilization removed equipment.
- H. Disconnect and remove abandoned luminaires, brackets, stems, hangers, and other accessories. This contractor shall include in his bid, associated fees for disposal of ballasts and lamps.

- I. Repair adjacent construction and finishes damaged during demolition and extension work.
- J. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- K. Extend existing installation using materials and methods compatible with existing electrical installations or as specified.
- L. The electrical contractor is responsible for removal of lamps and ballast from existing fixtures to be demolished. The electrical contractor is to properly dispose of these items in accordance with codes for hazardous materials.

#### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials that remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Provide typed circuit directory showing revised circuiting arrangement.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry.

#### **3.05 INSTALLATION**

- A. Install relocated materials and equipment.

**END OF SECTION**



**SECTION 26 0519**  
**ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Building wire
- B. Wiring connectors.

**1.02 RELATED SECTIONS**

- A. Specification Section 26 0553 - Identification for Electrical Systems
- B. Specification Section 26 2413 - Distribution Switchgear
- C. Specification Section 26 2416 - Panelboards
- D. Specification Section 26 2421 - Isolation Power Panelboards

**1.03 REFERENCES**

- A. NECA Standard of Installation (National Electrical Contractors Association).
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
- C. NFPA 70 - National Electrical Code.
- D. Product Data: Provide for each cable assembly type.
- E. Test Reports: Indicate procedures and values obtained.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

**1.04 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

**1.06 PROJECT CONDITIONS**

- A. Verify that field measurements are as indicated.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 foot of length shown.

**1.07 COORDINATION**

- A. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

**PART 2 PRODUCTS**

**2.01 BUILDING WIRE**

- A. Manufacturers:
  - 1. Okanite
  - 2. Bell/Hubbell #BICC
  - 3. American Insulated Wire
  - 4. General Cable
  - 5. Southwire
  - 6. United Copper Industries
  - 7. Encore Wire Corporation
  - 8. Engineer approved equal.

- B. Description: Insulated conductor wire.
  - 1. All wire shall be stranded. Refer to Section 26 0553 Identification for Electrical Systems for conductor color requirements.
  - 2. Provide solid wire pigtails at all wiring devices and lighting control devices.
- C. Conductor:
  - 1. Copper
- D. Insulation Voltage Rating: 600 volts.
- E. Insulation: NFPA 70, type #THHN/THWN-2. All cable installation procedures or sizing shall be based on 75 deg C temperature rating.

## **2.02 WIRING CONNECTORS**

- A. Split Bolt Connectors:
  - 1. Burndy
  - 2. Engineer approved equal.
- B. Spring Wire Connectors:
  - 1. Thomas & Betts
  - 2. Engineer approved equal.
- C. Compression Connectors:
  - 1. Burndy
  - 2. Thomas & Betts
  - 3. Engineer approved equal.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.
- C. Verify that raceway installation is complete and supported.

### **3.02 PREPARATION**

- A. Completely and thoroughly swab raceway over two inch (2") in size or buried below grade before installing wire.

### **3.03 WIRING METHODS**

- A. Concealed Dry Interior Locations: Use only building wire, type #THHN/THWN-2 insulation in raceway. Use type #NMC cable in residential areas where approved for use.
- B. Exposed Dry Interior Locations: Use only building wire, type #THHN/THWN-2 insulation in raceway.
- C. Above Accessible Ceilings: Use only building wire, type #THHN/THWN-2 insulation in raceway. Use type #NMC cable in residential areas where approved for use.
- D. Wet or Damp Interior Locations: Use only building wire, type #THHN/THWN-2 insulation in raceway.
- E. Exterior Locations: Use only building wire, type #THHN/THWN-2 insulation, in raceway. Use liquid-tight wiring methods. Use liquid-tight connections.
- F. Underground Installations: Use only building wire, type #THHN/THWN-2 insulation, in raceway. Use liquid-tight wiring methods.
- G. Interior Installations: Use only building wire, type #THHN/THWN-2 insulation, in raceway.
- H. Use wiring methods indicated.

### **3.04 INSTALLATION**

- A. Route wire and cable as required meeting project conditions.
- B. Install cable in accordance with the NECA "Standard of Installation."

- C. Use stranded conductors for feeders and branch circuits larger than 12 AWG.
- D. Use conductors not smaller than 12 AWG for power and lighting circuits. Only pre-manufactured fixture whips are allowed to be 14 AWG.
- E. Use #10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- F. Use #10 AWG conductors for 20 ampere, 208/240 volt branch circuits longer than 200 feet.
- G. Use #10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 300 feet.
- H. Provide minimum #8 AWG wiring for exterior lighting and power circuits leaving building.
- I. It shall be the responsibility of the electrical contractor to verify all voltage drop and size all wire accordingly.
- J. Pull all conductors into raceway at same time.
- K. Use suitable wire pulling lubricant for building wire #4 AWG and larger.
- L. Protect exposed cable from damage.
- M. Use suitable cable fittings and connectors.
- N. Neatly train and lace wiring inside boxes, equipment and panel boards.
- O. Clean conductor surfaces before installing lugs and connectors.
- P. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- Q. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- R. Use split bolt connectors for copper conductor splices and taps, #6 AWG and larger. Tape non-insulated conductors and connector with electrical tape to 150% of insulation rating of conductor.
- S. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, #8 AWG and smaller.
- T. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, #10 AWG and smaller. All connections in exterior hand holes shall have liquidtight connections.
- U. Trench and backfill for direct burial cable installation. Install warning tape along entire length of direct burial cable within three inch (3") of grade.
- V. Identify and color code wire and cable under provisions of Specification Section 26 0553 - Identification for Electrical Systems. Identify each conductor with its circuit number or other designation indicated.
- W. Terminate aluminum conductors with tin-plated aluminum-bodied compression connectors only. Fill with anti-oxidant compound before installing conductor.
- X. Do not install multi-wire branch circuits. No sharing of neutral shall be permitted.
- Y. Install all conductors and make final connections in accordance with all manufacturer's recommendations.
- Z. Circuits indicated as 3-pole and having ECM motor loads shall include a neutral conductor.

### **3.05 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Verify continuity of each branch circuit conductor.

**END OF SECTION**



## SECTION 26 0526

### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Rod electrode and conductors
- B. Mechanical connectors
- C. Wire

##### 1.02 RELATED SECTIONS

- A. Specification Section 27 0526 - Grounding and Bonding for Communication Systems

##### 1.03 SUMMARY

- A. Provide all labor, materials, and equipment necessary to properly install a grounding system conductor in all new branch wiring and feeder installations, which shall be in full compliance with all applicable codes as accepted by the authorities having jurisdiction. The secondary distribution system shall include a grounding conductor in all raceways in addition to the return path of the metallic conduit.
- B. In general, all electrical equipment (metallic conduit, motor frames, panelboards, etc.) shall be bonded together with a green insulated or bare copper system grounding conductor in accordance with specific rules of Article 250 of the NEC and local codes. The bonding conductor through the raceway system shall be continuous from main switch ground bus to panel ground bar of each panelboard, and from panel grounding bar of each panelboard to branch circuit equipment and devices.
- C. All raceways shall have an insulated copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC. The grounding conductor shall be included in total conduit fill determining conduit sizes, even though not included or shown on drawings. All grounding conductors that run with feeders in PVC conduit outside of building shall be bare only.
- D. Provide and install all grounding and bonding as required by the National Electrical Code (NEC) including but not limited to Article 800 of the NEC.

##### 1.04 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code
- B. NFPA 99 - Health Care Facilities
- C. The Joint Commission
- D. Iowa Administrative Code, Chapter 61
- E. IEEE 837-2014: Standard for Qualifying Permanent Connections Used in Substation Grounding
- F. IEEE Emerald Book
- G. IEEE Green Book

##### 1.05 PROJECT RECORD DOCUMENTS

- A. Submit record documents to accurately record actual locations of grounding electrodes.
- B. Submit test results of each ground rod.

##### 1.06 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

## **PART 2 PRODUCTS**

### **2.01 ROD ELECTRODE AND CONDUCTORS**

- A. Material: Copper-clad steel.
- B. Diameter: 5/8 inch.
- C. Length: 10 feet (min). Increase number and/or lengths of ground rod electrodes as required to meet and achieve specified resistance.
- D. Maintain separation of not less than eight foot (8') and not more than 20 feet between ground rod electrodes.

### **2.02 MECHANICAL CONNECTORS**

- A. All grounding connectors shall be in accordance with UL 467 and UL listed for use with rods, conductors, reinforcing bars, etc., as appropriate.
- B. Connectors and devices used in the grounding systems shall be fabricated of copper or bronze materials, and properly applied for their intended use. All connectors and devices shall be compatible with the surfaces being bonded and shall not cause galvanic corrosion by dissimilar metals.
- C. Lugs: Substantial construction, of cast copper or bronze with "ground" (micro-flat) surfaces, twin clamp, and two-hole tongue equal to Burndy QQA Series.
- D. Grounding and Bonding Bushings: Malleable iron.
  - 1. Manufacturers:
    - a. Thomas & Betts
    - b. Engineer approved equal.
- E. Piping Clamps: Burndy GAR-TC Series with a two-hole compression terminal.
- F. Grounding Screw and Pigtail: Raco #983.
- G. Building Structural Steel: Thompson #701 Series heavy duty bronze "C" clamp with two-bolt vise-grip cable clamp or equal.
- H. Mechanical lugs or wire terminals shall be used to bond ground wires together or to junction boxes and panel cabinets.

### **2.03 WIRE**

- A. Material: Stranded copper.
- B. Size to meet NFPA 70 requirements as a minimum. Increase size if called for on drawings or in these specifications.
- C. Insulated THWN (or bare as noted elsewhere).

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding electrodes conductor, bonding conductors, ground rods, etc. with all required accessories.
- C. Grounding shall meet (or exceed as required to meet these specifications) all the requirements of the N.E.C., the NFPA, and applicable standards of IEEE.
- D. Where there is a conflict between these specifications and the above applicable codes/standards or between this section of these specifications and other sections, then the most stringent or excessive requirement shall govern. Where there is an omission of a code/standard requirement in these specifications then the current code/standard requirements shall comply.
- E. Requirement in these specifications to comply with a specific code/standard article, etc. is not to be construed as deleting of requirements of other applicable codes/standards and their articles, etc.

### 3.02 GROUNDING ELECTRODES

- A. All connections shall be exothermic welded unless otherwise noted herein. All connections above grade and in accessible locations may be by exothermic clamping with devices UL listed as suitable for use except in locations where exothermic welding is specifically specified in these specifications or called for on drawings.
- B. Each rod shall be die stamped with identification of manufacturer and rod length.
- C. Install rod electrodes at locations indicated and/or as called for in these specifications.
- D. Ground Resistance:
  - 1. Main Electrical Service (to each building) and Generator Locations:
    - a. Grounding resistance measured at each main service electrode system and at each generator electrode system shall not exceed 5 ohms.
    - b. Other Locations:
      - 1) Resistance to ground of all non-current carrying metal parts shall not exceed 5 ohms measured at motors, panels, busses, cabinets, equipment racks, light poles, transformers, and other equipment.
      - 2) Resistance called for above shall be maximum resistance of each ground electrode prior to connection to grounding electrode conductor. Where ground electrode system being measured consists of two or more ground rod electrodes then the resistance specified above shall be the maximum resistance with two or more rods connected together but not connected to the grounding electrode conductor.
- E. Install additional rod electrodes as required to achieve specified resistance to ground (specified ground resistance is for each ground rod location prior to connection to ground electrode conductor).
  - 1. Provide grounding well with cover at each rod location. Install grounding well top flush with finished grade.
  - 2. Verify that final backfill and compaction has been completed before driving rod electrodes.
  - 3. Install ground rods not less than one foot (1') below grade level and not less than two feet (2') from structure foundation.

### 3.03 GROUNDING ELECTRODE CONDUCTOR

- A. Conductor shall be sized to meet or exceed the requirements of NEC 250 to meet these specifications and/or drawings.

### 3.04 GROUNDING CONDUCTORS

- A. Grounding conductors shall be provided with every circuit to meet (or exceed as required to meet these specifications and/or drawings) the requirements of NEC 250.
- B. At every voltage level, new portions of the electrical power distribution system shall be grounded with a dedicated copper conductor, which extends from termination back to power source in supply panelboard.
- C. Provide separate, insulated (bare if with feeder in PVC conduit outside of building) conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug.
- D. Except as otherwise indicated, each feeder raceway on the load side of the service entrance shall contain a ground conductor sized as indicated and where not shown shall be sized to meet (or exceed as required) these specifications and/or drawings the requirements of NEC 250. The conductor shall be connected to the equipment grounding bus in switchboards and panelboards, to the grounding bus in all motor control centers, and as specified to lighting fixtures, motors, and other types of equipment and outlets. The ground shall be in addition to the metallic raceway and shall be properly connected thereto, using a lug device located within each item enclosure at the point of electric power connections to permit convenient inspection.
- E. Provide green insulated ground wire for all receptacles and for equipment of all voltages. In addition to grounding strap connection to metallic outlet boxes, a supplemental grounding wire

and screw equal to Raco No. 983 shall be provided to connect receptacle ground terminal to the box.

- F. All plug strips and metallic surface raceway shall contain a green insulation ground conductor from supply panel ground bus connected to grounding screw on each receptacle in strip and to strip channel. Conductor shall be continuous.
- G. Where integral grounding conductor is specified elsewhere in bus duct construction, provide equivalent capacity conductor from supply switchboard or panelboard grounding bus to the bus duct grounding conductor. Bond integral conductor to bus duct enclosure at each tap and each termination.
- H. All motors, all heating coil assemblies, and all building equipment requiring flexible connections shall have a green grounding conductor properly connected to the frames and extending continuously inside conduit with circuit conductors to the supply source bus with accepted connectors regardless of conduit size or type. This shall include food service equipment, laundry equipment, and all other "Equipment By Owner" to which an electric conduit is provided under this Division.

### **3.05 LIGHT FIXTURES**

- A. All new and removed/reinstalled fixtures in building interior, and exterior fixtures shall be provided with green grounding conductor, solidly connected to unit. Individual fixture grounds shall be with lug to fixture body, generally located at point of electrical connection to the fixture unit.
- B. Installation shall exceed minimum requirements of NFPA 780.

### **3.06 MISCELLANEOUS GROUNDING CONNECTIONS**

- A. Provide bonding to meet regulatory requirements.
- B. Required connections to building steel shall be with UL accepted non-reversible crimp type ground lugs exothermically welded to bus bar that is either exothermically welded or bolted to steel in locations where weld will affect the structural properties of the steel. Required connections to existing building structural steel purlins/i beams shall be with heavy duty bronze "C" clamp with two bolt vise-grip cable clamp.
- C. Grounding conductors shall be so installed as to permit shortest and most direct path from equipment to ground; be installed in conduit; be bonded to conduit at both ends when conduit is metal; have connections accessible for inspection; and made with accepted solderless connectors brazed or bolted to the equipment or to be grounded; in NO case be a current carrying conductor; have a green jacket unless it is bare copper; be run in conduit with power and branch circuit conductors. The main grounding electrode conductor shall be exothermically welded to ground rods, water pipe, and building steel.
- D. All surfaces to which grounding connections are made shall be thoroughly cleaned to maximum conductive condition immediately before connections are made thereto. Metal rust proofing shall be removed at grounding contact surfaces, for 0 ohms by digital Vm. Exposed bare metal at the termination point shall be painted.
- E. All ground connections that are buried or in otherwise inaccessible locations, shall be welded exothermically. The weld shall provide a connection which shall not corrode or loosen and which shall be equal or larger in size than the conductors joined together. The connection shall have the same current carrying capacity as the largest conductor.
- F. Install ground bushings on all metal conduits entering enclosures where the continuity of grounding is broken between the conduit and enclosure (i.e. metal conduit stub-up into a motor control center enclosure or at ground bus bar). Provide an appropriately sized bond jumper from the ground bushing to the respective equipment ground bus or ground bus bar.
- G. Install ground bushings on all metal conduits where the continuity of grounding is broken between the conduit and the electrical distribution system (i.e. metal conduit stub-up from wall outlet box to ceiling space. Provide an appropriately sized bond jumper from the ground bushing to the respective equipment ground bus or ground bus bar.

- H. Each feeder metallic conduit shall be bonded at all discontinuities, including at switchboards and all sub distribution and branch circuit panels with conductors in accordance with applicable table in NEC 250 for parallel return with respective interior grounding conductor.
- I. Grounding provisions shall include double locknuts on all heavy wall conduits.
- J. Bond all metal parts of pole light fixtures to ground rod at base.
- K. Install grounding bus in all existing panelboards of remodeled areas, for connection of new grounding conductors, connected to an accepted ground point.
- L. Bond together reinforcing steel and metal accessories in pool and fountain structures.
- M. Where reinforced concrete is utilized for building grounding system, proper reinforced bonding shall be provided to secure low resistance to earth with "thermite" type devices, and #10AWG wire ties shall be provided to not less than ten full length rebars that contact the connected rebar.

### **3.07 TESTING AND REPORTS**

- A. Raceway Continuity: Metallic raceway system as a component of the facilities ground system shall be tested for electrical continuity. Resistance to ground throughout the system shall not exceed specified limits.

### **3.08 INTERFACE WITH OTHER PRODUCTS**

- A. Interface with communications system installed under other specification sections.

### **3.09 FIELD QUALITY CONTROL**

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Use suitable test instrument with current certificate of calibration to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall-of-potential method or signal injection method.

**END OF SECTION**



## SECTION 26 0529

### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Product requirements
- B. Formed steel channel

##### 1.02 REFERENCES

- A. NECA Standard of Installation (National Electrical Contractors Association)
- B. NFPA 70 - National Electrical Code

##### 1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

#### PART 2 PRODUCTS

##### 2.01 PRODUCT REQUIREMENTS

- A. Materials and Finishes:
  - 1. Corrosion resistant.
  - 2. Select materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Anchors and Fasteners:
  - 1. Concrete Structural Elements: Use expansion anchors and preset inserts.
  - 2. Steel Structural Elements: Use beam clamps and welded fasteners.
  - 3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
  - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.
  - 5. Solid Masonry Walls: Use expansion anchors and preset inserts.
  - 6. Sheet Metal: Use sheet metal screws.
  - 7. Wood Elements: Use wood screws.
- C. Staples:
  - 1. Wood Elements: UV resistant polyethylene saddles. For use with non-metallic sheathed cable only.

##### 2.02 FORMED STEEL CHANNEL

- A. Manufacturers:
  - 1. Globe Strut
  - 2. Uni-Strut
  - 3. Kindorf
  - 4. Power-Strut
  - 5. Engineer approved equal.
- B. Description: Galvanized steel.
- C. Provide aluminum supports and hangers in pool area and pool equipment room.

#### PART 3 EXECUTION

##### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions and utility company regulations where applicable.
- B. Provide anchors, fasteners and supports in accordance with NECA "Standard of Installation".
  - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
  - 2. Do not use spring steel clips and clamps.

3. Do not use powder-actuated anchors.
  4. Do not drill or cut structural members.
- C. Fabricate supports from structural steel or formed steel members or steel channel. Rigidly weld members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
  - D. Install surface-mounted cabinets and panelboards with minimum of four anchors.
  - E. Use steel channel supports to stand cabinets and panelboards one inch (1") off wall in all wet and damp locations.
  - F. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.
  - G. Reinforce outdoor concrete pads with 1/2 inch steel reinforcing bars on 12 inch centers or as shown on the drawings.
  - H. All pathways and hangers shall be independently hung.

**END OF SECTION**

**SECTION 26 0533**  
**RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Conduit requirements
- B. Conduit types
- C. Box types

**1.02 REFERENCES**

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated
- B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated
- C. ANSI C80.5 - Rigid Aluminum Conduit
- D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
- E. ANSI/NFPA 70 - National Electrical Code
- F. NEMA 250 - Enclosures for Electric Equipment
- G. NEMA WD 6 - Wiring Device Configurations
- H. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
- I. NECA (National Electrical Contractor's Association) Standard of Installation
- J. NEMA WD 6 - Wiring Device Configurations
- K. TIA-569-B - Commercial Building Standard for Telecommunications Pathways and Spaces
- L. NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2013 (ANSI/NEMA OS2)
- M. UL 514C- Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions

**1.03 RELATED SECTIONS**

- A. Specification Section 26 0543 - Underfloor Ducts and Raceways for Electrical Systems
- B. Specification Section 27 0526 - Grounding and Bonding for Communications Systems

**1.04 PROJECT RECORD DOCUMENTS**

- A. Accurately record actual routing of conduits larger than two inches.
- B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

**1.06 SUBMITTALS**

- A. Product Data: Provide dimensions, knockout sizes and locations, materials, fabrication details, finishes, and accessories.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

### **1.07 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect, and handle products to the site.
- B. Accept products on site. Inspect for damage.
- C. Protect products from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

### **1.09 PROJECT CONDITIONS**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify routing and termination locations of conduit prior to rough in.
- C. Conduit routing is shown on the drawings in approximate locations unless dimensioned. Route as required completing the wiring system.

## **PART 2 PRODUCTS**

### **2.01 CONDUIT REQUIREMENTS**

- A. Minimum Size: 1/2 inch for power wiring and 1 inch for low voltage wiring unless noted otherwise.
- B. Size conduit per ANSI/NFPA 70.
- C. Underground Installations:
  - 1. Within Five Feet (5') from Foundation Wall Including Below Building Slab: Use rigid steel conduit or schedule 40 PVC conduit.
  - 2. More Than Five Feet (5') from Foundation Wall: Use rigid steel conduit or schedule 80 PVC conduit.
  - 3. Where PVC conduit is utilized below slab, provide transition from PVC to rigid steel prior to elbow up and then as continuous rigid conduit through slab. No PVC conduits shall penetrate vertically through concrete slab.
  - 4. Minimum Size: One inch.
  - 5. Provide warning tape.
- D. Above Grade Outdoor Locations: Use rigid steel and aluminum conduit. Aluminum conduit shall not contact concrete mortar or block.
- E. Above Grade In or Under Slab:
  - 1. Use rigid steel conduit or schedule 40 PVC conduit.
  - 2. Maximum Size Conduit in Slab: Total of 50% of pour depth.
  - 3. Minimum Size: One inch.
  - 4. Where PVC conduit is utilized below slab, provide transition from PVC to rigid steel prior to elbow up and then as continuous rigid conduit through slab. No PVC conduits shall penetrate vertically through concrete slab. Unless PVC conduit is stalled below bottom-fed ground mounted equipment. PVC conduits may penetrate the slab as long as a box-out is provided in the slab to allow for conduit to pass through. Backfill box-out with pea gravel once conduits have been installed.
- F. Wet and Damp Locations:
  - 1. Use rigid steel conduit and intermediate metal conduit.
  - 2. Use aluminum conduit and fitting in pool and pool equipment room.
- G. Dry Locations:
  - 1. Concealed: Use rigid steel conduit, intermediate metal conduit or electrical metallic tubing.
  - 2. Exposed: Use rigid steel conduit, intermediate metal conduit or electrical metallic tubing.

### **2.02 CONDUIT TYPES**

- A. Metal Conduit:

1. Rigid Steel Conduit: ANSI C80.1
  2. Rigid Aluminum Conduit: ANSI C80.5
  3. Intermediate Metal Conduit (IMC): Rigid steel
  4. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.
- B. Flexible Metal Conduit:
1. Description: Interlocked steel construction.
  2. Fittings: ANSI/NEMA FB 1.
- C. Liquidtight Flexible Metal Conduit:
1. Description: Interlocked steel construction with PVC jacket.
  2. Fittings: ANSI/NEMA FB 1.
- D. Electrical Polyvinyl Chloride (PVC):
1. Description: Synthetic Thermoplastic
  2. Fittings: NEMA TC3/UL 651
  3. Joints: ASTM D2855 solvent weld with ASTM D2564 solvent cement.
- E. Electrical Metallic Tubing (EMT):
1. Description: ANSI C80.3; galvanized tubing.
  2. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel compression type with steel lock nut, and ring or steel setscrew fittings. Install compression type fittings in all wet and damp areas.
- F. Pre-manufactured Fixture Whips:
1. Manufacturers:
    - a. Southwire
    - b. EPCO
    - c. Engineer approved equal.
  2. Description: UL listed flexible conduit with conductors and die-cast screw connectors on the end.
  3. Size: no longer than 6', 3/8" diameter.
  4. Wire: 14 AWG minimum for lighting and required by the load.
  5. Install between junction box and light fixture only in concealed and unfinished spaces. Use interior raceway or surface raceway where exposed in finished spaces.
- G. Fittings and Conduit Bodies:
1. NEMA TC 3
  2. Install offsets at surface boxes.
  3. Install single hole strap connectors on all exposed conduit one inch (1") and smaller.

### **2.03 BOX TYPES**

- A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide a low voltage partition divider plate for applications where low voltage and line voltage circuits share the same outlet box.
- B. Outlet Boxes:
1. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
    - a. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported. Include 1/2 inch male fixture studs where required.
    - b. Concrete Ceiling Boxes: Concrete Type.
  2. Sheet Metal Communications Boxes: ANSI/NEMA OS 1, galvanized steel. Minimum of 4-11/16 inch square with a depth of 2-1/8 inch.
    - a. Refer to the drawings for plaster ring size/opening.

3. PVC Molded Construction box: 2 hour fire rating. Captive nails and bracket support. For use with non-metallic sheathed cable. May be used in wood construction on multi-family residential new construction projects only. UL listed.
  - a. Use nonmetallic boxes when exposed rigid PVC conduit is used.
  - b. Nonmetallic Boxes: Comply with NEMA OS 2; and list and label as complying with UL 514C.
- C. Cast Boxes: NEMA FB 1, type #FD, cast alloy. Provide gasket cover by box manufacturer.
- D. Pull and Junction Boxes:
  1. Sheet Metal Boxes: NEMA OS 1 galvanized steel.
  2. Surface Mounted Cast Metal Box: NEMA 250, type #4 and #6, flat-flanged, surface mounted junction box:
    - a. Material: Galvanized cast iron.
  3. Cover: Furnish with ground flange, neoprene gasket and stainless steel cover screws.
  4. Fiberglass Hand Holes:
    - a. Die molded fiberglass hand holes.
    - b. Cable Entrance: Precut 6" x 6" cable entrance at center bottom of each side.
    - c. Cover: Fiberglass weatherproof cover with nonskid finish and light traffic rating.

## **PART 3 EXECUTION**

### **3.01 CONDUIT INSTALLATION**

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Arrange supports to prevent misalignment during wiring installation.
- C. Support conduit using coated steel, malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related conduit support using conduit rack. Construct rack using steel channel and provide space on each for 25% additional conduits.
- E. Fasten conduit supports to building structure and surfaces.
- F. Do not support conduit with perforated pipe straps. Remove wire used for temporary supports.
- G. Do not use spring steel clips and clamps for support.
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings, parallel and perpendicular to walls.
- L. Route the conduit in and under slab from point-to-point.
- M. Do not cross conduits in slab.
- N. Maintain adequate clearance between conduit and piping.
- O. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degree F.
- P. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Use conduit hubs to fasten conduit to cast boxes.
- S. A run of conduit shall not contain more than the equivalent of four (4) quarter bends (360 degrees), including those bends located immediately at the outlet or body. Use conduit bodies to make sharp changes in direction (as around beams). Use hydraulic one-shot bender to fabricate bends in metal conduit larger than two inch (2") size. All conduit shall be held right to structure.
- T. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

- U. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- V. Provide suitable pull string in each empty conduit except sleeves and nipples.
- W. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- X. Ground and bond all conduits.
- Y. Identify conduit.
- Z. Use flexible and liquidtight conduits where required by NEC.
- AA. Flexible conduit up to six feet (6') in length can be used to connect mechanical equipment with motors, compressors, light fixtures or unless directed by engineer.
- AB. Install insulated bushings on all conduits and sleeves serving low voltage wiring prior to pulling wire unless otherwise noted.
- AC. Install grounded insulated bushings on all conduits and sleeves serving data wiring prior to pulling wire unless otherwise noted.
- AD. All low voltage conduits shall be sized to have less than 40% fill. Each penetration through a surface of any kind shall have a conduit sleeve with insulated bushings.
- AE. Junction boxes shall not be installed over four foot (4') above accessible ceiling without prior written approval by owner.
- AF. Conduits which enter communications entrance facilities shall extend 4 inches above the finished floor or 3 inches through the wall.
- AG. Minimum bend radius for communications conduits:
  1. For conduits 2" or less, maintain a minimum bend radius of (6) times the actual inside diameter of the conduit.
  2. For conduits greater than 2", maintain a minimum bend radius of (10) times the actual inside diameter of the conduit.
- AH. Communications conduits shall have no more than two (2) 90 degree bends between pull points and contain no continuous sections longer than 100 feet. Insert pull points or pull boxes for conduits exceeding 100 feet in length.
  1. A third bend is acceptable if:
    - a. The total run is not longer than (33) feet.
    - b. The conduit size is increased to the next trade size.
- AI. No continuous section of conduit may exceed 100 feet. Utilize pull boxes as necessary. Refer to the pull box execution section for more information.
- AJ. All wiring in the same conduit shall be from the same source and have the same voltage except where approved by the owner.
- AK. Exterior rooftop pathways shall be supported above roofing membrane utilizing rubber type support bases with 12 ga. galvanized channel supports (Copper B-Line Dura-Block or equivalent). Adjust height as necessary for compliance with NEC.
- AL. For conduit installed in precast concrete walls or floors, it shall be acceptable to utilize Schedule 40 PVC conduit in lieu of EMT.

### **3.02 BOX INSTALLATION**

- A. Install boxes in accordance with NECA "Standard of Installation."
- B. Install electrical boxes in locations as shown on the drawings and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- C. Set wall mounted boxes at elevations to accommodate mounting heights as indicated.
- D. Electrical boxes are shown on the drawings in approximate locations unless dimensioned. Adjust box location up to ten foot (10') if required to accommodate intended purpose. Verify with architectural drawings and elevations for additional information.
- E. Orient boxes to accommodate wiring device orientation.

- F. Maintain headroom and present neat mechanical appearance.
- G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only. Junction boxes shall not be installed over four foot (4') above accessible ceilings.
- H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than six inches (6") from ceiling access panel or from removable recessed luminaire.
- I. Fire-stop boxes to preserve fire resistance rating of partitions and other elements. Boxes may be installed within a minimum of 24 inch separation with written approval prior to installation.
- J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and back splashes.
- K. Locate outlet boxes to allow luminaires positioned as shown on the drawings. If light fixture locations conflict with ceiling plans, the electrical contractor shall document discrepancies and send to the engineer for clarification.
- L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- M. Use flush mounting outlet box in finished areas.
- N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- O. Do not install flush mounting box back-to-back in wall, provide minimum six inch (6") separation.
- P. Provide minimum 24 inch separation for receptacles in acoustic rated walls. Provide sound blocking putty where lighting control devices are located in the same stud cavity.
- Q. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- S. Use adjustable steel channel fasteners for hung ceiling outlet box.
- T. Do not fasten boxes to ceiling support wires.
- U. Support boxes independently of conduit.
- V. Use gang box where more than one device is mounted together. Do not use sectional box.
- W. Use gang box with plaster ring for single device outlets.
- X. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- Y. Use cast iron floor boxes for installation in slab on-grade, formed steel boxes are acceptable for other installations unless otherwise noted.
- Z. Set floor boxes level.
- AA. Large Pull Boxes: Use set screw enclosure in interior dry locations, surface-mounted cast metal box in other locations.
- AB. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- AC. Group devices associated with each other eight inches (8") on center (i.e. receptacle, data, voice outlet).
- AD. All floor mounted device locations shall have a dimensioned drawing from the Architect prior to installation.

### **3.03 SURFACE RACEWAY AND WALL DUCT INSTALLATION**

- A. Install products in accordance with manufacturer's instructions. Provide all trim and accessories.
- B. Use flat-head screws, clips, and straps to fasten raceway channel to surfaces. Mount plumb and level.
- C. Use suitable insulating bushings and inserts at connections to outlets and corner fittings.
- D. Wire Way Supports: Provide steel channel.

- E. Close ends of wire way and unused conduit openings.
- F. Ground and bond raceway and wire way.
- G. Install surface metal raceway in exposed existing finished areas where indicated on the drawing. Coordinate all raceway routing with architect.
- H. Install dual channel metal raceway assemblies in computer areas.
- I. Install insulated bushings on all Wiremold terminated above accessible areas serving low voltage wiring prior to pulling wire unless otherwise noted.

**3.04 PULLBOXES**

- A. Size communications cabling pull boxes according to the following:

Conduit Trade Size	Width	Length	Depth	Width Increase for Additional Conduit
1"	4"	16"	3"	2"
1-1/4"	6"	20"	3"	3"
1-1/2"	8"	28"	4"	4"
2"	8"	36"	4"	5"
2-1/2"	10"	42"	5"	6"
3"	12"	48"	5"	6"
4"	16"	60"	8"	6"

- B. Directional changes within a pullbox shall not be allowed. Conduit entering the box shall have conduit leaving the box from the opposite side. Do not use a pull box to make 90 degree turns.
- C. Install pullboxes in conveniently accessible locations.
- D. Where identified on drawings as lockable, key all pullboxes the same.
- E. Label all pull boxes. Handwritten labels shall not be accepted.

**3.05 INTERFACE WITH OTHER PRODUCTS**

- A. Install conduit using materials and method to preserve fire resistance rating of partitions and other elements.
- B. Piping and Ductwork: Route conduits through roof openings or through suitable roof jack with pitch pocket. Coordinate location with roofing installation specified.
- C. Coordinate installation of outlet and junction boxes for equipment connection.

**3.06 ADJUSTING**

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closures in unused box openings.
- C. Adjust floor box flush with finish flooring material.

**3.07 CLEANING**

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

**END OF SECTION**



**SECTION 26 0553**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates and labels.
- B. Wire markers.
- C. Conduit markers.
- D. Underground warning tape.
- E. Tracer wires.
- F. Identification.

**1.02 REFERENCES**

- A. NFPA 70 - National Electrical Code.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace.

**1.03 SUBMITTALS**

- A. Product Data: Provide catalog data for nameplates, labels and markers.
- B. Samples: Submit two nameplates 4" x 4" in size illustrating materials and engraving quality.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

**1.04 REGULATORY REQUIREMENTS**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

**PART 2 PRODUCTS**

**2.01 NAMEPLATES AND LABELS**

- A. Nameplates:
  - 1. Normal power: Engraved three-layer laminated plastic white letters on black background.
- B. Locations:
  - 1. All electrical distribution and control equipment enclosure.
    - a. Switchboards and Panelboards: Line 1 shall state "Panel Name"; Line 2 shall state "Fed by Panel Name" as required by NEC section 408.4(B).
  - 2. Communication cabinets.
  - 3. Single mounted breaker.
  - 4. Transfer switch.
  - 5. Transformer.
  - 6. Fire alarm devices.
- C. Letter Size:
  - 1. Use 1/8 inch letters for identifying individual equipment and loads.
  - 2. Use 1/4 inch letters for identifying grouped equipment and loads.
  - 3. Use 1/4 inch letters for identifying communications cabinets, transfer switches and transformers.
- D. Labels: Embossed adhesive tape with 3/16 inch white letters on black background. Use only for identification of individual wall switches and receptacles, control device stations, and communication outlets.

**2.02 WIRE MARKERS**

- A. Description: Tape feeders to indicate phases.

- B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
- C. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated.
  - 2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams.

### **2.03 CONDUIT MARKERS**

- A. Location: Mark conduit longer than 20 feet.
- B. Spacing: 30 feet on center.
- C. Color:
  - 1. 480 Volt System: Orange
  - 2. 208 Volt System: Black
  - 3. Fire Alarm System: Red
  - 4. Other Systems: Green
- D. Legend:
  - 1. 480 Volt System: H- (name of feeder)
  - 2. 208 Volt System: L- (name of feeder)
  - 3. Fire Alarm System: FA
  - 4. Telephone System: TS
  - 5. Computer System: CS

### **2.04 UNDERGROUND WARNING TAPE**

- A. Manufacturers:
  - 1. Seaton
  - 2. Engineer approved equal.
- B. Description: Plastic four inch (4") wide tape, detectable type, colored RED with suitable warning legend describing buried electrical lines and inscribed "CAUTION - ELECTRIC LINE BURIED BELOW".
- C. Location: Along length of each underground conduit.

### **2.05 TRACER WIRES**

- A. The electrical contractor shall provide a solid #10 AWG Tracer wire in each below grade conduit serving the electrical and communication systems. Tracer wires shall be labeled at each location of accessibility.

### **2.06 IDENTIFICATION**

- A. Identify All Junction Boxes With Appropriate Marker As Follows:
  - 1. 480 Volt System: Orange (circuit name and number)
  - 2. 208 Volt System: Black (circuit name and number)
  - 3. Fire Alarm System: Red
- B. Write the circuit number of each device inside the device box (not ON the device cover). All receptacles and light switches (new and existing) shall have the final circuit number installed on each device cover with a nylon label. Coordinate exact requirements with the owner prior to installation.
- C. Temporary label all outlets and switches with circuit numbers.
- D. All receptacles capable of being powered by an emergency generator shall be identified with a red sticker 3/8 inch diameter with an adhesive back.
- E. Label all outlets and switches with an adhesive label identifying panel and circuit the device is energized by.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Degrease and clean surfaces to receive nameplates and labels.

### **3.02 INSTALLATION**

- A. Install nameplate and label parallel to equipment lines.
- B. Secure nameplate to equipment front using screws.
- C. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- D. Identify conduit using field painting.
- E. Paint colored band on each conduit longer than 6 feet.
- F. Paint bands 20 foot on center.
- G. Identify underground conduits or wiring using one underground warning tape per trench at three inch (3") below finished grade.

**END OF SECTION**



**SECTION 26 0943**  
**DIGITAL LIGHTING CONTROL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Digital Wall Control
- B. Digital Room Controllers
- C. Low Voltage Cables

**1.02 RELATED SECTIONS**

- A. Specification Section 26 0533 - Raceway and Boxes for Electrical Systems
- B. Specification Section 26 2726 - Wiring Devices
- C. Specification Section 26 5100 - Interior Lighting
- D. Specification Section 26 5200 - Emergency Lighting Equipment
- E. Specification Section 26 5600 - Exterior Lighting
- F. Specification Section 27 4100 - Audio-Visual Systems

**1.03 REFERENCES**

- A. NECA - Standard of Installation
- B. NEMA WD 1 - General Requirements for Wiring Devices
- C. NEMA WD 6 - Dimensional Requirements for Wiring Devices
- D. NFPA 70 - National Electrical Code
- E. UL 916 - Energy Management Equipment
- F. UL 924 - Standard for Emergency Lighting and Power Equipment

**1.04 SUBMITTALS**

- A. Product Data: Provide catalog data for nameplates, installation instructions, labels and markers, ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Shop Drawings:
  - 1. Composite wiring and/or schematic diagram of each control circuit as proposed to be installed.
  - 2. Show exact location of all digital devices, including at minimum sensors, load controllers, and switches for each area on reflected ceiling plans.
  - 3. Provide room/area details including products and sequence of operation for each room or area. Illustrate typical acceptable room/area connection topologies and proof that the sensor is suitable for the proposed application.
  - 4. Network riser diagram including floor and building level details. Include network cable specification and end-of-line termination details, if required. Illustrate points of connection to integrated systems. Coordinate integration with mechanical and/or other trades.
  - 5. Product information sheets for all components and wiring provided. Include standard options for each product and color offerings.
  - 6. Submit manufacturer sensor coverage patterns applicable to this project. For areas requiring multiple sensor devices for appropriate coverage, submit specific manufacturer approved sensor layout as an overlay directly on the project drawings
- D. Closeout Submittals:
  - 1. Project Record Documents: Record actual installed locations and settings for lighting control devices.

2. Operation and Maintenance Manual:
  - a. Include approved Shop Drawings and Product Data.
  - b. Include Sequence of Operation, identifying operation for each room or space.
  - c. Include manufacturer's maintenance information.
  - d. Operation and Maintenance Data: Include detailed information on device programming and setup.
  - e. Include startup and test reports.

#### **1.05 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum five years' experience.
- B. All room control devices and panels shall be provided with a five-year limited manufacturer's warranty, including one for one device replacement.

#### **1.06 REGULATORY REQUIREMENTS**

- A. Digital Lighting Management System shall accommodate the square-footage coverage requirements for each area controlled, utilizing room controllers, digital occupancy sensors, switches, daylighting sensors and accessories that suit the required lighting and electrical system parameters.
- B. Conform to requirements of NFPA 70.
- C. Provide products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.
- D. System shall comply with FCC emission standards specified in part 15, sub-part J for commercial and residential application.

#### **1.07 APPROVED MANUFACTURERS**

- A. All equipment specified in this specification shall be manufactured by one of the below listed companies unless specified elsewhere. Model numbers stated in this specification are for basis of design information only.
  1. Digital Lighting Control Systems:
    - a. Hubbell Control Solutions - NX Series (Basis of Design)
    - b. Lutron
    - c. Crestron
    - d. Acuity Brands
    - e. Touché Lighting Controls
    - f. Wattstopper
    - g. Engineer approved equals.

#### **1.08 SYSTEM TYPE**

- A. System shall be wired.

### **PART 2 PRODUCTS**

#### **2.01 DIGITAL WALL CONTROL**

- A. Refer to the lighting sequence of operations or schedule on the drawings for additional requirements.
- B. Low voltage momentary, self-configuring, digitally addressable pushbutton on/off.
  1. Basis of Design: Hubbell NX Series - Smart Switch
  2. Description: Fully addressable pushbutton switch with LED status indicators, up to 6 button configuration with on/off, raise/lower and dimming functionality in a single gang. Decorator style design.
  3. Part of a digital lighting control system and can control any load(s) connected to room controller.
  4. Load and Scene button function may be reconfigured for individual buttons from Load to Scene, and vice versa. Scene patterns may be saved to any button. Once set, buttons may be digitally locked to prevent overwriting of the preset levels.

5. Device shall have removable buttons for field replacement with engraved buttons and/or alternate color buttons. Button replacement shall be completed without removing the switch from the wall.
6. All digital parameter data programmed into an individual wall control shall be retained in non-volatile FLASH memory within the sensor itself. Memory shall have an expected life of no less than 10 years.

## **2.02 DIGITAL ROOM CONTROLLERS**

- A. Digital controllers for lighting zones and fixtures that automatically bind room loads to the connected control devices in the space without commissioning or the use of any tools. Provide controllers to match the room lighting and plug load control requirements.
- B. Devices shall automatically configure the room to the most energy-efficient sequence of operation based upon the devices in the room.
- C. Self-configuring, digitally addressable one, two or three relay plenum-rated controllers for on/off or selected dimming control.
  1. Basis of Design: Hubbell Control Solutions - NX Room Controller
  2. Controller shall match the room lighting sequence and control type requirements.
  3. Dual voltage (120/277 VAC, 60 Hz) capable rated for 20A total load
  4. Wire per manufacturer's recommendations.
  5. Based on individual configuration, each load shall be capable of the following behavior on power up following the loss of normal power: Turn on to 100 percent, turn off, turn on to last level.
  6. Dimming room controllers shall have options for 0-10 volt or line voltage forward phase control dimming outputs and integral current monitoring capabilities.
  7. Devices shall have a minimum of two RJ-45 local network ports.
  8. All parameter data programmed into an individual occupancy sensor shall be retained in non-volatile FLASH memory within the sensor itself. Memory shall have an expected life of no less than 10 years.
  9. Room controller shall be capable of being programmed through Bluetooth technology via a free app and via a local area connection.

## **2.03 LOW VOLTAGE CABLES**

- A. Pre-terminated
  1. Digital room devices shall connect to the local network using field-terminated cables, which provide both data and power to room devices.
  2. Cable shall be plenum rated Cat 5e with RJ-45 connectors. Maximum cable run, and cable ratings shall meet manufacturer's requirements.
  3. Each field-terminated cable shall be tested following installation and testing results submitted to the Manufacturer's Representative for approval prior to proceeding with the work.
  4. Low Voltage topology must comply with manufacturer's specifications.

## **PART 3 EXECUTION**

### **3.01 SAMPLES**

- A. Upon request, electrical contractor is to provide a sample of any device specified in any available color.

### **3.02 COLOR**

- A. All colors of devices, flanges, and faceplates shall be determined during the submittal process by the Architect. In the electrical bid, include any allowances needed to allow for selection of all cataloged colors.

### **3.03 EXAMINATION**

- A. Verify that boxes are installed at proper height.
- B. Verify that wall openings are neatly cut and will be completely covered by wall plates.

- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

### **3.04 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean debris from outlet boxes.

### **3.05 INSTALLATION**

- A. Install in accordance with NECA "Standard of Installation."
- B. Install devices plumb and level.
- C. Low voltage wiring topology must comply with manufacturer's specifications
- D. All line voltage connections shall be tagged to indicate circuit and switched legs.
- E. Install wall plates on switches in finished areas.
- F. Test all devices to ensure proper communication.
- G. Calibrate all sensor time delays and sensitivity to guarantee proper detection of occupants and energy savings. Adjust time delay so that controlled area remains lighted while occupied.
- H. All Class II cabling shall enter enclosures from within low-voltage wiring areas and shall remain within those areas. No Class I conductors shall enter a low-voltage area.
- I. Run separate neutrals for any phase dimmed branch load circuit. Different types of dimming loads shall have separate neutral.
- J. Furnish the Company's system which accommodates the square-footage coverage requirements for each area controlled, utilizing room controllers, digital occupancy sensors, switches, daylighting sensors and accessories which suit the lighting and electrical system parameters.
- K. Digital controllers for lighting and plug loads shall automatically bind the room loads to the connected devices in the space without commissioning or the use of any tools. Room and plug load controllers shall be provided to match the room lighting and plug load control requirements.
- L. Devices shall have status notification that indicates: data transmission, device power, load status and configuration status.
- M. Each load shall be capable of the following behavior on power up following the loss of normal power: turn on to 100%, turn off, turn on to last level.
- N. All devices installed above ceilings shall be UL 2043 plenum rated.
- O. All digital parameter data programmed into an individual room controller or plug load controller shall be retained in non-volatile FLASH memory within the controller itself. Memory shall have an expected life of no less than 10 years.
- P. Each dimming output channel shall have an independently configurable minimum and maximum calibration trim level to set the dimming range to match the true dynamic range of the connected ballast or driver.
- Q. Network signal integrity on low-voltage cables require that each conductor and ground wire be correctly terminated at every connected device.
- R. All low voltage cabling routed exposed in common and public areas shall be installed in EMT conduit. Coordinate final conduit routings with the Architect in the field during installation. Conduit installation shall meet all requirements listed in Section 26 0533 - Raceway and Boxes for Electrical Systems.

### **3.06 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate locations of outlet boxes provided under Specification Section 26 0533 - Raceway and Boxes for Electrical Systems to obtain mounting heights indicated on the drawings. Before roughing in any floor devices the electrical contractor shall obtain a dimensioned drawing signed by the owner showing device locations.

- B. Coordinate the placement of lighting control devices with millwork, furniture, equipment, door swings, etc. installed by others. Notify engineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.
- C. Coordinate requirements of A/V devices and shades that interface with lighting control system. Provide all required relays and connections required if they are controlled by the lighting control system.

### **3.07 OVERSIGHT AND COMMISSIONING**

- A. At the start of construction, the contractor shall be responsible for organizing a pre-construction lighting controls meeting with contractor, manufacturer representative, owner, design team. The manufacturer rep shall provide samples of all products for review at this meeting.
- B. Supplier to verify layout of occupancy sensor devices during submittal process and all suggestions are to be brought to the engineer's attention immediately. After manufacturer's layouts have been approved, it shall be the responsibility of the manufacturer to ensure that the system operates per lighting control sequence as detailed on construction documents.
- C. Supplier is to give instructions to the electrical contractor for installation locations. Locations, shown on the drawings, are intended to provide device count for bidding. All placement must be per manufacturer's recommendations.
- D. Electrical contractor to install devices per manufacturer's layout. It shall be the responsibility of the contractor to verify that all quantities and device types are appropriate for space.
- E. Set IP addresses and other network settings of system front end hardware per facilities IT instructions.
- F. Supplier is to visit site, calibrate, and verify that the control of each space complies with the Sequence of Operation at substantial completion of building. Coordinate this meeting with project engineer.
- G. Supplier is to visit site and confirm proper operation of all automatic occupancy devices one month after owner occupancy. Supplier shall make modifications and calibrations as needed.
- H. Manufacturer shall provide the owner with one working configuration tool (device or app) with instructions on how to wireless facilitate customization of devices post occupancy.

### **3.08 LIGHTING CONTROL PANEL COMMISSIONING**

- A. Supplier is to give instructions to the electrical contractor for installation and setup.
- B. Supplier is to visit site, calibrate, and verify proper operation of all lighting control panels at substantial completion of building. Coordinate this meeting with project engineer.
- C. Supplier is to visit site and confirm proper operation of all lighting control panels one month after owner occupancy. Supplier shall make modifications and calibrations as needed.

### **3.09 FIELD QUALITY CONTROL**

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Factory telephone support shall be available at no cost to the Owner following acceptance. Factory assistance shall consist of assistance in solving application issues pertaining to the control equipment.

### **3.10 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

### **3.11 CLEANING**

- A. Clean exposed surfaces to remove splatters and restore finish.

**3.12 EXTRA MATERIALS AND LABOR:**

- A. The electrical contractor shall include in their bid an allowance to install an additional two wall control devices; associated wiring, back box and labor, and all accessories required to energize each device requested. Device(s) may be added anytime during the construction process as requested by the owner or design team. Any unused devices shall be turned over to the owner at the final acceptance of building.

**END OF SECTION**

**SECTION 26 2726**  
**WIRING DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wall switches
- B. Duplex receptacles
- C. Ground fault circuit interrupting receptacles
- D. Simplex receptacles
- E. Wall plates
- F. Emergency pushbutton

**1.02 RELATED REQUIREMENTS**

- A. Specification Section 26 0533 - Raceway and Boxes for Electrical Systems
- B. Specification Section 26 0543 - Underfloor Ducts for Electrical Systems
- C. Specification Section 26 0923 - Lighting Control Devices

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2010
- B. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005)
- C. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association; 2002 (R 2008)
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2011
- E. UL Standard 943 - Standard for Safety for Ground-Fault Circuit Interrupters (GFCIs)

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Manufacturer's Installation Instructions.
  - 1. Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
  - 2. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Wall Plates: One of each style, size, and finish.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

**PART 2 PRODUCTS**

**2.01 WALL SWITCHES**

- A. Description:
  - 1. Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.

2. Body and Handle: Impact-resistant plastic with toggle handle. Auto-grounding strap.
3. Ratings: Match branch circuit and load characteristics. Default rating is 20A, 120/277V, 1HP.
4. Wiring: Back and side wire connections. Accepts #14-#10 AWG solid and stranded copper conductors.
5. Provide #12 AWG solid pigtails at each device. Splice to building wire within outlet box.
6. Color: Selected during submittal phase. Provide color chart upon request.

B. Types:

1. Toggle Switches
  - a. Approved Manufacturers and Models:
    - 1) Pass & Seymour #PS20AC
    - 2) Cooper #2221
    - 3) Hubbell #1221
    - 4) Leviton #1221-2
  - b. Description: Single pole, double pole, 3-way, and 4-way toggle switches as indicated on plans.
2. Illuminated Toggle Switches
  - a. Approved Manufacturers and Models:
    - 1) Pass & Seymour #PS20AC-PL
    - 2) Cooper #2221PL
    - 3) Hubbell #HBL1221-PL
    - 4) Leviton #1221-PL
  - b. Description: Illuminated single pole, double pole, 3-way, and 4-way illuminated toggle switches as indicated on plans. Switch illuminated when load is off.
3. Pilot Lighted Toggle Switches
  - a. Approved Manufacturers and Models:
    - 1) Pass & Seymour #PS20AC-SL
    - 2) Cooper #2221LT
    - 3) Hubbell #HBL1221-IL
    - 4) Leviton #1221-LH
  - b. Description: Single pole, double pole, 3-way, and 4-way toggle switches with pilot light as indicated on plans. Pilot light illuminated when load is on. Switches noted as "P" on the plans.
4. Momentary Contact Toggle Switches
  - a. Approved Manufacturers and Models:
    - 1) Pass & Seymour #1251
    - 2) Cooper #1995
    - 3) Hubbell #HBL1557
    - 4) Leviton #1257
  - b. Description: Double-throw momentary contact toggle switch with center off position. Switches noted as "M" on the plans.

## 2.02 DUPLEX RECEPTACLES

A. Description

1. Style: Hard use specification grade
2. Device Body: Impact resistant plastic with impact-resistant nylon face. Auto-grounding strap.
3. Configuration: NEMA WD 6, type as specified and indicated.
4. Rating: Match branch circuit and load characteristics. Default rating is 5-20R, 125V, 20A.
5. Standards: Receptacles comply with NEMA WD 6 and WD 1.
6. Wiring: Back and side wire connections. Accepts #14-#10 AWG solid and stranded copper conductors.
7. Provide #12 AWG solid pigtails at each device. Splice to building wire within outlet box.
8. Color: Selected during submittal phase. Provide color chart upon request.

B. Types

1. Duplex Receptacles
  - a. Manufacturers:
    - 1) Pass & Seymour #5362
    - 2) Cooper #5362C
    - 3) Hubbell #5362
    - 4) Leviton #5362-S
  - b. Description: Traditional style, hard use specification grade duplex receptacle with wraparound grounding/mounting strap.
2. Weather-Resistant Receptacles
  - a. Manufacturers:
    - 1) Pass & Seymour #2097TRWR
    - 2) Cooper #WRSGF20
    - 3) Hubbell #GFTWRST20
    - 4) Leviton #GFWT2
  - b. Description: UL listed weather-resistant receptacle.
  - c. Provide weather-resistant receptacles for all receptacles located in wet and damp locations as described in NEC Article 406.

**2.03 GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLES**

- A. Receptacles: Complying with NEMA WD 6 and WD 1. Class A GFCI rated.
1. Style: Hard use specification grade
  2. Device Body: Impact resistant plastic with impact-resistant nylon face. Auto-grounding strap.
  3. Configuration: NEMA WD 6, type as specified and indicated.
  4. Rating: Match branch circuit and load characteristics. Default rating is 5-20R, 125V, 20A.
  5. Standards: Receptacles comply with NEMA WD 6 and WD 1.
  6. Wiring: Back and side wire connections. Accepts #14-#10 AWG solid and stranded copper conductors.
  7. Provide #12 AWG solid pigtails at each device. Splice to building wire within outlet box.
  8. Color: Selected during submittal phase. Provide color chart upon request.

B. Types

1. GFCI Duplex Receptacles
  - a. Manufacturers:
    - 1) Pass & Seymour #2097
    - 2) Cooper SGF20
    - 3) Hubbell GFRST20
    - 4) Leviton GFNT2
  - b. Description: Specification grade duplex GFCI receptacle.
  - c. Receptacles noted as "GFI" on plans.

**2.04 SIMPLEX RECEPTACLES**

A. Description

1. Style: Hard use specification grade
2. Device Body: Impact resistant plastic with impact-resistant nylon face. Auto-grounding strap.
3. Configuration: NEMA WD 6, type as specified and indicated.
4. Rating: Match branch circuit and load characteristics. Default rating is 5-20R, 125V, 20A.
5. Standards: Receptacles comply with NEMA WD 6 and WD 1.
6. Wiring: Back and side wire connections. Accepts #14-#10 AWG solid and stranded copper conductors.
7. Provide #12 AWG solid pigtails at each device. Splice to building wire within outlet box.
8. Color: Selected during submittal phase. Provide color chart upon request.

## 2.05 WALL PLATES

- A. Standard Cover Plates:
  - 1. Type 302 stainless steel cover plates. Cover plate style to be confirmed during submittal phase.
  - 2. Basis of Design: Pass & Seymour #SS (Metal), to be confirmed during submittal phase.
  - 3. Provide coverplate for all devices and provide multiple gang plates where required.
- B. Jumbo Cover Plates:
  - 1. Type 302 stainless steel oversize cover plates. Cover plate style to be confirmed during submittal phase.
  - 2. Basis of Design: Pass & Seymour #SSO (Metal) to be confirmed during submittal phase.
  - 3. Provide coverplate for all devices and provide multiple gang plates where required.
  - 4. Provide oversize plates on all masonry rough-ins. Verify with architect prior to work being performed.
- C. Weatherproof Box & Cover:
  - 1. Basis of Design: Pass & Seymour #WIUC10.
    - a. Description: Heavy-duty polycarbonate NEMA 3R "While-In-Use" weatherproof box and cover. Installed horizontally.
    - b. Complies with NEC Article 406 requirements for wet location covers.
    - c. Provide with plate kits as required.
    - d. Provide multi-gang or deep cover configurations as required for application.
    - e. Cover shall be capable of accepting a standard size padlock.
    - f. Color shall be gray, to be confirmed during submittal phase.
    - g. Indicated by "WP" on plans.
- D. Provide red plastic faceplates where powered by a redundant power supply, to be confirmed during submittal phase.

## 2.06 EMERGENCY PUSHBUTTON

- A. Red flush complete illuminated LED pushbutton assembly, 120V rated, 1 NO + 1NC contact, aluminum drilled front plate with fixing screws, and empty flush mounted protective box. Provide engraved nameplate above pushbutton that shall read: EMERGENCY POWER OFF.
  - 1. Manufacturers:
    - a. Square D XB4BW34G5 - Assembly, XAPE301 - Cover, XAPE901 - Box.
    - b. Cutler Hammer
    - c. Siemens
    - d. Engineer approved equal.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that outlet and switch boxes are installed at proper height.
- B. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- C. Verify that floor boxes are adjusted properly.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

### 3.02 PREPARATION

- A. Provide extension rings as needed to bring outlet and switch boxes flush with finished surface.
- B. Clean debris from outlet and switch boxes prior to device installation.

### 3.03 INSTALLATION

- A. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install devices plumb and level.
- C. Install switches with OFF position down.

- D. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- E. Install receptacles with grounding pole on top.
- F. Connect wiring device grounding terminal to outlet box with bonding jumper.
- G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- H. Connect wiring devices by wrapping conductor around screw terminal.
- I. Use oversize plates for outlets installed in masonry walls.
- J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
- K. The electrical contractor shall verify floor finish and location before ordering floor devices.
- L. The feeding of receptacles downstream of GFI receptacles for protection in lieu of providing multiple GFI receptacles is NOT allowed.

### **3.04 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate locations of outlet boxes provided under Section 26 0533 to obtain mounting heights specified.
- B. Install wall switches 48 inches above finished floor.
- C. Install convenience receptacle 18 inches above finished floor.
- D. Install above-counter convenience receptacle 6 inches above counter.
- E. Install telephone jack 18 inches above finished floor.
- F. In masonry walls, switches and receptacle heights shall be adjusted as required such that outlets are at nearest mortar joint to specified height.
- G. Coordinate the installation of wiring devices with underfloor duct service fittings provided under Section 26 0543.

### **3.05 FIELD QUALITY CONTROL**

- A. Perform field inspection, testing, and adjusting in accordance with Section 01 4000.
- B. Inspect each wiring device for defects.
- C. Operate each wall switch with circuit energized and verify proper operation.
- D. Verify that each receptacle device is energized.
- E. Test each receptacle device for proper polarity.  
OR
- F. Test each receptacle device for proper polarity, grounding, and retention force per NFPA 99-2012.9.3.3.2.
- G. Test each GFCI receptacle device for proper operation.

### **3.06 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

### **3.07 CLEANING**

- A. Clean exposed surfaces to remove splatters and restore finish.

### **3.08 EXTRA MATERIALS AND LABOR**

- A. The electrical contractor shall include in their bid an allowance to install an additional two duplex receptacles including an average 50 feet of raceway, associated wiring, back box and labor, and all accessories required to energize each receptacle requested. Receptacle(s) may be added anytime during the construction process as requested by the owner or design team. Any unused devices shall be turned over to the owner at the final acceptance of building.

**END OF SECTION**



**SECTION 26 2816**  
**ENCLOSED STARTERS AND SWITCHES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Safety Switches
- B. Motor-Rated Starters and Switches
- C. Elevator Fusible Shunt Trip Disconnect

**1.02 RELATED REQUIREMENTS**

- A. Specification Section 26 0529 - Hangers and Supports for Electrical Systems
- B. Specification Section 26 0553 - Identification for Electrical Systems
- C. Specification Section 26 2813 - Fuses

**1.03 REFERENCE STANDARDS**

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association
- B. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association
- D. NFPA 70 - National Electrical Code; National Fire Protection Association
- E. NECA - Standard of Installation (published by the National Electrical Contractors Association)

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide switch ratings and enclosure dimensions.
- C. Project Record Documents: Record actual locations of enclosed switches.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience and with service facilities within 100 miles of Project.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

**PART 2 PRODUCTS**

**2.01 SAFETY SWITCHES**

- A. Manufacturers
  - 1. Square D
  - 2. General Electric
  - 3. Cutler-Hammer
  - 4. Siemens
  - 5. Engineer approved equal.
  - 6. No engineer approved equal.
- B. Heavy duty safety switches shall be used for all motor loads over 1 HP and all non-motor loads 20 amps and greater.
  - 1. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
    - a. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
    - b. Handle lockable in OFF position.

- c. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses, with rejection clips designed to permit installation of Class R fuses only.
- d. Indicated as a disconnect switch with a "F" on the drawings.
- 2. Nonfusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
  - a. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
  - b. Handle lockable in OFF position.
- 3. Enclosures: NEMA KS 1.
  - a. Interior Dry Locations: Type 1 .
  - b. Exterior Locations: Type 3R.
  - c. Enclosures shall be provided with a method of opening the cover without opening the switch.
- 4. Enclosure shall include a grounding bar.

## **2.02 MOTOR-RATED STARTERS AND SWITCHES**

- A. Manufacturers
  - 1. Square D
  - 2. General Electric
  - 3. Cutler-Hammer
  - 4. Siemens
  - 5. Cooper-Bussmann
  - 6. Engineer approved equal.
- B. Motor-rated starters and switches may be used for all motor loads 1 HP and less and all non-motor loads under 20 amps.
  - 1. Motor-Rated Switch with Fuseholder
    - a. Basis of Design: Cooper-Bussmann "STY".
    - b. Description: Motor-rated toggle switch disconnecting means with plug fuseholder.
    - c. Fuseholder: Designed to accommodate plug fuses. Provide fuse sized per NEC 430.
    - d. For use with single-pole motors only.
  - 2. Nonfusible Motor-Rated Starter
    - a. Basis of Design: Square D "Type F".
    - b. Description: Fractional horsepower manual starter with melting alloy type thermal overload relay.
    - c. Handle lockable in OFF position.
    - d. Current rating: 16A
    - e. For use with single-phase motors only.
    - f. Provide and install thermal units sized per NEC 430.
  - 3. Nonfusible Motor-Rated Switch
    - a. Basis of Design: Square D "Type K".
    - b. Description: Fractional horsepower manual switch with melting alloy type thermal overload relay.
    - c. Handle lockable in OFF position.
    - d. Current rating: 30A
    - e. For use with single or three phase motors.
- C. Motor-rated starters may be used for all motor loads 1 HP and greater.
  - 1. Nonfusible Motor-Rated Starter
    - a. Basis of Design: Square D "M Type"
    - b. Description: Integral horsepower manual starter switch with melting alloy type thermal overload with auxiliary contact.
    - c. ON-OFF position
    - d. For use with single-phase or three phase motors or pumps only.
    - e. Provide and install thermal units sized per NEC 430.

### **2.03 ELEVATOR FUSIBLE SHUNT-TRIP DISCONNECT**

- A. An elevator fusible shunt-trip disconnect shall be used in the elevator equipment room for each elevator.
- B. Manufacturers:
  - 1. Cooper-Bussmann
  - 2. Littelfuse
  - 3. Mersen / Ferraz-Shawmut
- C. Product Information
  - 1. Provide the elevator fusible shunt-trip disconnect in a single NEMA 1 enclosure with all necessary relay(s), control transformer and other options as listed below, and as shown on drawings.
  - 2. The elevator fusible shunt-trip disconnect shall have an ampere rating as shown on the drawings and shall include a horsepower rated fusible switch with shunt trip capabilities. the amp rating of the switch shall be based upon elevator manufacturer requirements and utilize Class J Fuses.
- D. Accessories
  - 1. 100VA control power transformer with primary and secondary fuses.
    - a. The primary voltage rating shall match the voltage of the elevator, with a 120V secondary. It shall also contain an isolation relay (3PDT, 10 amp, 120V).
  - 2. Isolation relay
    - a. The coil of the isolation relay shall be 120VAC or 24VDC as required by the fire alarm system. A normally open dry contact shall be provided by the Fire Alarm System to energize the isolation relay and activate the shunt trip solenoid (140VA inrush at 120V). (Note: If 24Vdc coil is selected, a separate 24Vdc source and contact must be provided by the Fire Alarm System.)
  - 3. Key to Test Switch
  - 4. "ON" Pilot Light (Green)
  - 5. Isolated full capacity neutral lug
  - 6. 1P NC Mechanically Interlocked Auxillary Contact
  - 7. Two NO/NC auxillary contacts
  - 8. Fire Alarm Voltage Monitoring Relay

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with NECA "Standard of Installation."
- B. Install in accordance with manufacturer's instructions.
- C. Install plumb and provide in accordance with Specification Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Height to be five foot (5') to operating handle.
- E. Install fuses in fusible disconnect switches. Fuses shall not be installed until equipment is ready to be energized.
- F. Provide one set of spare fuses of each size and type.
- G. Provide adhesive label with white letters on black background for associated equipment.
- H. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

### **3.02 INSTALLATION - ELEVATOR FUSIBLE SHUNT-TRIP DISCONNECT**

- A. Install in accordance with NECA "Standard of Installation."
- B. Install in accordance with manufacturer's instructions.
- C. Install all fuses. Fuses shall not be installed until equipment is ready to be energized.
- D. Provide one set of spare fuses of each size and type.

- E. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.
- F. Coordinate fire alarm system interface with fire alarm system vendor.
- G. Install all wiring between the elevator disconnect and the elevator, including all monitoring associated with the auxiliary contacts.

**3.03 FIELD QUALITY CONTROL**

- A. Perform field inspection in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.5.1.2.

**END OF SECTION**

**SECTION 26 5100**  
**INTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. LED Drivers
- B. Light Emitting Diodes (LEDs)

**1.02 REFERENCES**

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns; 1994 (R 2003)
- B. NECA/IESNA 500 - Recommended Practice for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association
- C. NECA/IESNA 502 - Recommended Practice for Installing Industrial Lighting Systems; National Electrical Contractors Association
- D. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association
- E. NFPA 70 - National Electrical Code; National Fire Protection Association
- F. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association
- G. IESNA LM-79-08 - Approved Method for the Electrical and Photometric Measurement of Solid-State Lighting Products
- H. IESNA LM-80-08 - Approved Method for Measuring Lumen Maintenance of LED Light Sources.
- I. IESNA TM-21-11 - Projecting Long Term Lumen Maintenance of LED Light Sources
- J. EU Directive 2002/95/EC - Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS), as amended by directive 2005/618/EC

**1.03 SUBMITTALS**

- A. Provide cut sheet indicating dimensions and components for each luminaire.
- B. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Submit manufacturer's operation and maintenance instructions for each product.
- D. All lighting submittals must be on Local Authorized Manufacturer Representative's letterhead and contain Project Name and Location.

**1.04 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70 and NFPA 101.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to requirements of NFPA 70 and 101
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.
- C. Products with Light Emitting Diodes:
  - 1. Fixtures shall comply with LM-79-08: Electrical and Photometric Measurements of Solid-State Lighting Products.

2. Interior fixture diode arrays shall maintain +/-100 degrees Kelvin (K); exterior fixture diode arrays shall maintain +/- 500 K color temperature range through the life of the fixture.
3. Diode arrays shall be wired so that if one diode fails, at least 90% of the remaining diodes will operate.

## **PART 2 PRODUCTS**

### **2.01 LED DRIVERS:**

- A. Drivers shall be provided with light emitting diodes as a modular replaceable system. The system shall be fully designed and tested for operation throughout warranted period.
- B. Driver shall be Underwriters Laboratories (UL) listed, Class 2 Outdoor recognized.
- C. Driver shall be suitable for damp locations.
- D. Driver shall operate from -20 to 60 deg C.
- E. Refer to fixture schedule on drawings for additional requirements.
- F. Driver shall operate from 50 to 60 Hz input source of 120 V, 208 V, 240V, 277 V and/or 480 V, as required in plans, with sustained variations of +/-10% (voltage and frequency) with no damage to the driver.
- G. Driver output shall be regulated to +/- 5% across published load range.
- H. Driver shall have an "A" sound rating.
- I. Driver shall have a power factor greater than 0.9.
- J. Driver input current shall have Total Harmonic Distortion (THD) of less than +/-20% at all operating voltages.
- K. Driver shall tolerate sustained open circuit and short circuit output conditions without damage and without need for external fuses or trip devices.
- L. Driver shall carry a five-year warranty from the date of manufacture against defects in material or workmanship, including replacement for operation at a maximum case temperature of 90 deg C.
- M. Driver shall have an efficiency greater than or equal to 85%.
- N. Driver shall comply with Federal Communications Commission (FCC) rules and regulations, Title 47 CFR part 15, Non-consumer (Class A) for EMI/RFI (conductive and radiated).
- O. Driver shall not contain any Polychlorinated Biphenyl (PCB).

### **2.02 LIGHT EMITTING DIODES (LEDS):**

- A. Light Emitting Diodes shall be provided with a driver as a modular replaceable system. The system shall be fully designed and tested for operation throughout warranted period.
- B. Diode arrays shall maintain +/-100K color temperature through the life of the fixture.
- C. Diodes shall have a minimum color rendering index of 78.
- D. Diodes and associate circuitry shall be RoHS compliant.
- E. Diodes shall be photometrically tested for compliance with IESNA LM-80-08, with projections calculated in accordance with IESNA TM-21-11.
- F. Diode arrays shall maintain 70% lumen output through an average operating life of 50,000 hours.
- G. Diodes and associated printed circuit boards shall be RoHS compliant.
- H. Refer to Lighting Fixture Schedule for color temperature requirements.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Furnish products as specified in schedule on the drawings.

- C. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required suspending luminaire at indicated height.
- D. Locate recessed ceiling luminaires as indicated on reflected ceiling drawing and electrical lighting drawings.
- E. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- F. Install recessed luminaires to permit removal from below.
- G. Install recessed luminaires using accessories and fire stopping materials to meet regulatory requirements for fire rating.
- H. Install clips to secure recessed grid-supported luminaires in place.
- I. Install recessed can luminaires to fit in ceiling. Provide all necessary trim ring extenders or other accessories for proper installation of luminaire in ceiling.
- J. Install wall mounted luminaires, emergency lighting units and exit signs at height as scheduled.
- K. Install accessories furnished with each luminaire.
- L. Fixture whips utilizing THHN/THWN-2 wire in flexible metal conduit shall be used to connect all luminaires, emergency lights, and exit signs. Minimum wire size for all fixture whips shall be 14 AWG. Fixture whips shall be wired directly from the luminaire to an accessible junction box. Fixture to fixture whips are not allowed. Maximum length for any fixture whip shall be 6'.
- M. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- N. Bond products and metal accessories to the branch circuit equipment grounding conductor.
- O. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure. Provide auxiliary members spanning ceiling grid members to support surface mounted luminaires.
- P. Support luminaires larger than 2' x 4' size independent of ceiling framing.

### **3.02 FIELD QUALITY CONTROL**

- A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

### **3.03 ADJUSTING**

- A. Aim and adjust luminaires as directed.
- B. Position exit sign directional arrows as indicated.

### **3.04 WARRANTIES**

- A. All warranties shall remain as an agreement between the installing contractor and the manufacturer. No third parties shall be involved with warranty repairs or replacements of installed products without the written consent of the installing contractor and the owner or their representative.
- B. Labor for warranty repairs shall be billed by the contractor directly to the manufacturer or distributor during the duration of the labor warranty on the originally installed products. Labor work required on warranted parts, but outside of the 1-year labor warranty shall be the responsibility of the owner.

### **3.05 CLEANING**

- A. Clean all electrical parts to remove all of the conductive and deleterious materials.
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

### **3.06 SCHEDULES**

- A. See the drawings.

### **3.07 EXTRA MATERIAL AND LABOR**

#### A. Drivers:

1. The electrical contractor shall include in their bid, two (2) additional drivers for all wattages, voltages, and configurations required on the project.
2. Extra materials shall be turned over to the owner at substantial completion in their original unopened packaging.
3. All drivers shall be clearly marked for the fixture types that they are compatible with based on the drawings, fixture schedule and submittals received.
4. Extra drivers included in this requirement shall not be used for warranty replacements without replacing this extra stock in the owner's inventory.
5. No labor should be added to the project over the standard warranties already required in previous sections.

**END OF SECTION**

## **SECTION 28 0050**

### **BASIC ELECTRONIC SAFETY AND SECURITY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Basic Electronic Safety and Security Requirements specifically applicable to Electrical Division Specification Sections.
- B. Division 28 Specification requirements also include, by reference, all Division 00 and 01 specification sections. This contractor is responsible to review these specification sections. Requirements of these specification sections are included as a part of this contract.
- C. Division 28 Specification requirements also include, by reference, Specification Section 08 7100 - Door Hardware. Review and inclusion of the electrical requirements of this specification section are included as a part of this contract.

##### **1.02 OWNER OCCUPANCY**

- A. The owner will occupy the premises during the construction period.
- B. Limit use of site and premises to allow owner occupancy.
- C. Cooperate with the owner to minimize conflict and to facilitate owner's operations.
- D. Schedule the work to accommodate this requirement.

##### **1.03 REGULATORY REQUIREMENTS**

- A. This contractor shall give proper authorities all requisite notices relating to work in his charge, obtain official permits, licenses for temporary construction and pay proper fees for it.
- B. This contractor is to be solely answerable for and shall promptly make good all damage, injury or delay to other contractors, to neighboring premises or to persons or property of the public by himself, by his employees or through any operation under his charge, whether in the contract or extra work.
- C. No attempt has been made to reproduce in these specifications any of the rules or regulations contained in city, state or federal ordinances and codes pertaining to the work covered by these specifications that the contractor be thoroughly familiar with all such ordinances and codes.
- D. The fact that said various rules, regulations and ordinances are not repeated in this specification does not relieve the contractor of the responsibility of making the entire installation in accordance with the requirement of those authorities having jurisdiction.
- E. All work shall comply with the applicable recommendations of:
  - 1. The National Board of Fire Underwriters
  - 2. The ANSI-NFPA 70 National Electrical Code
  - 3. The National Fire Protection Association (NFPA)
  - 4. The Occupations Safety and Health Act (OSHA)
  - 5. IBC Building Code (current) and any current applicable city building and or electrical codes.
  - 6. Fire Protection: Conform to UFC and NFPA
  - 7. ANSI/NFPA 70 National Electrical Code
  - 8. The Joint Commission
  - 9. Iowa Administrative Code, Chapter 61
- F. Obtain permits and request inspections from authority having jurisdiction.
- G. Conform to latest approved versions of codes.

##### **1.04 PROJECT/SITE CONDITIONS**

- A. Install work in locations shown on drawings unless prevented by project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of owner and architect/engineer before proceeding.

- C. This contractor shall, before submitting his bid, visit the site of the project to familiarize himself with locations and conditions affecting his work.
- D. It is the intent of this specification that the contractor furnishes all labor and material required to complete the installation as outlined in the drawings and specifications. No additions to the contract price shall be allowed due to the failure of this contractor to properly evaluate the effect of existing conditions on the work to be done under this contract.
- E. Whenever renovation or remodeling or relocation of existing equipment is included in the contract, it is imperative that all locations of existing wiring conduits, electrical panels, equipment, services and grades be noted on the job site before bid is submitted and that all elevations and grades be verified before roughing in new work.
- F. This contractor shall provide holes as necessary for the installation of his work and in accordance with materials other than the structure.

#### **1.05 SEQUENCING AND SCHEDULING**

- A. This contractor shall arrange his work in order that it progresses along with the general construction of the building.
- B. This contractor shall be kept informed as to the work of other trades engaged in this project and shall execute his work in such a manner so as not to delay or interfere with progress of other contractors.
- C. Where space for electrical lines and conduit is limited, it is imperative that all such trades coordinate their work so as to insure concealment in space provided. Where conflict exists, the engineer shall decide priority of space. If work is not properly coordinated, the engineer may require removal and relocation of work without additional compensation.

#### **1.06 GUARANTEE**

- A. This contractor shall guarantee all of the apparatus, materials, equipment furnished and labor installed under this contract for a period of one year after date of final acceptance, unless a longer period is specified.
- B. Neither final certificate of payment nor any provisions in the contract documents nor partial or complete occupancy of premises by owner shall constitute an acceptance for work not done in accordance with contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- C. Should any defects arise as the result of defective workmanship or material within the guarantee period set forth, this contractor shall make the necessary correction at his own expense.

#### **1.07 ENGINEER APPROVED EQUAL PRODUCTS**

- A. When the engineer, at the request of the interested parties, including the contractor, supplier and manufacturer approved "engineer approved equal" products for this project, such products are approved on the assumption that they will equal or exceed the performance of the products specified.
- B. If such products do not do so after being installed on this project, this contractor shall replace or modify the particular product as necessary to equal the performance of the products specified at no expense to the owner, architect or engineer.
- C. Request for "engineer approved equal" products shall be received by the architect/engineer prior to the last addendum being issued. Requests for substitutions received after this date will not be considered. Substitution requests shall clearly state which products are being considered for substitution. Substitution requests shall include all pertinent product information needed to evaluate the substitution as an "equal".
- D. Similar products shall be all of the same manufacturers and style. There is no exception to this unless prior approval has been granted from engineer.

### **1.08 OWNER'S RIGHT OF SALVAGE**

- A. Before beginning construction the contractor shall check and verify with the owner each item of existing equipment that must be removed.
- B. The owner will designate which items of material or equipment not reused that he may wish to keep. This contractor shall then remove these items with care and store in a location designated by the owner for the owner's disposal.
- C. All other items of equipment to be removed and not specified for reuse in new construction or reserved by the owner for his use shall become the property of the contractor and shall be removed from the site.

### **1.09 PROTECTION AND MAINTENANCE**

- A. The work covered by these drawings and specifications involves all work in the existing building.
- B. Where necessary to connect to any existing utility service, this contractor shall contact the owner and shall coordinate any building service connection with the owner so that normal operation to the building is disrupted as little as possible.
- C. Any work to be done in existing structures shall be coordinated with the owner and arrangements made so that traffic flow may be maintained and areas finished where possible before other areas are begun.
- D. This contractor shall protect existing equipment in finished areas from dirt, dust and damage as a result of his work.
- E. Coordinate protection requirements with department heads before beginning construction.
- F. Protect any building openings from unauthorized entry. Coordinate with owner where building entry must be controlled.

### **1.10 DEMOLITION**

- A. This contractor shall be responsible for the demolition and removal of all existing electrical elements within the project area except as follows:
  - 1. Elements shown on the drawings as "existing to remain and/or to be reused".
  - 2. Elements serving adjacent areas.
  - 3. Elements required for the support of the newly remodeled areas.
  - 4. All elements to be removed are subject to the Owner's Right of Salvage.
- B. Preserve services to the existing facility. Extend/reroute/reconnect the existing systems as required providing for the continued function of these systems.

### **1.11 CUTTING AND PATCHING**

- A. This contractor shall do all cutting and patching necessary for the installation of his work in all existing and new buildings unless otherwise noted.
- B. In areas where the integrity of new or existing fire separation assembly/wall is compromised by the work, this contractor shall be responsible to patch and/or seal openings as necessary to maintain and/or return fire separation to rating as required by applicable codes.
- C. This contractor shall do all cutting and patching required for his work beyond the remodeled areas unless otherwise noted. All finish work shall include patching to match existing adjacent surfaces. Painting shall be by others.

### **1.12 CLEANING AND RUBBISH**

- A. This contractor, upon completion of his work, shall remove all rubbish and debris resulting from his operation and shall remove it from site at his own expense.
- B. As far as his work is concerned, all equipment shall be cleaned and the premises left in first class condition.
- C. This contractor shall maintain the work area each day to prevent hazardous accumulation of waste from his work.

### **1.13 SEALING AND PENETRATION**

- A. Clearance around the piping passing through fire or smoke rated construction shall be sealed to maintain the rated integrity of the construction (1 hr. 2 hrs. etc.). One and two-hour rated assemblies are to be patched on both sides of the assembly.
- B. This contractor shall verify rating and location of all such construction with the architectural drawings and seal all penetrations.
- C. Manufacturer offering products to comply with the requirements include the following:
  - 1. Dow Corning "Silicone RTV Foam"
  - 2. 3-M Corporation "Fire Barrier Caulk and Putty"
  - 3. Thomas & Betts "Flame Safe Fire Stop System"
- D. Installation of these products are to be in strict accordance with the manufacturer's recommendations.
- E. This contractor shall submit shop drawings showing approved sealing assemblies to be utilized on this project.

### **1.14 HAZARDOUS MATERIALS**

- A. If this contractor stores any hazardous solvents or other materials on the site, he shall obtain copies of the safety data sheets for the materials and post them at the site. He shall inform the owner and all employed of any potential exposure to this material.
- B. At no time shall any product containing asbestos be incorporated into the work.
  - 1. If asbestos materials are encountered, report to the owner. The owner will be responsible for asbestos removal.

### **1.15 AS-BUILT DRAWINGS**

- A. This contractor shall provide (at the conclusion of the project) one clean, non-torn, neat and legible "as-built" set of drawings to the owner. These drawings shall show the routing of conduit, wiring and equipment drawn in at scaled locations. All cabling, devices, and endpoints shall be labeled and conform to head end programming and system drawings. All dimensions indicated shall be referenced to a column line. A set of construction blue prints will be furnished for this work.
- B. All electrical panels and electrical installed equipment shall be shown on the "as-built" drawings.
- C. Refer to Architectural Specification Sections for additional requirements.
- D. This contractor shall update these drawings during the project at least every week.

### **1.16 ALTERNATES**

- A. Refer to description of alternate bids under General Specification Sections.

### **1.17 REVIEW OF MATERIALS**

- A. This contractor shall submit to the engineer for review one (1) electronic copy giving a complete list of materials, fixtures, devices and panels he proposes to furnish. The brochure shall contain complete information as to the make of equipment, type, size, capacities, dimensions, and illustration. Three copies reviewed by the engineer shall be returned to the contractor. One copy shall be kept on the job at all times.
- B. Checking of submittal drawings by the engineer does not relieve the contractor of the responsibility for the accuracy of such drawings and for their conformity to drawings and specifications unless he notifies engineer, in writing, of such deviation at time such drawings are furnished.
- C. All submittals shall have the date marked on them when the contractor receives them from the supplier. Submittals shall be submitted through the contractor and shall not come direct from the supplier to the architect or engineer.
- D. This contractor shall mark the date and sign each set. This indicates that each of them have been checked in their entirety before submitting to the engineer. Submittals that are not dated

and signed by the contractor will not be accepted, or checked and will be marked "resubmit" and sent back to the electrical contractor.

#### **1.18 TEST OF SYSTEMS**

- A. This contractor, before concealed, shall test all systems installed under this contract as called for in these specifications and as required by local codes. Tests shall be made in the presence of the engineer, local authorities or their duly authorized representative. Any defects discovered in testing shall be corrected and the tests repeated until all defects are eliminated.
- B. This contractor shall be held responsible for all damage resulting from defects in the system.
- C. Each individual feeder circuit shall be tested at the panel and in testing for insulation resistance to ground; the power equipment shall be connected for proper operation. In no case shall the insulation resistance to ground be less than that required by the National Electrical Code (NEC).

#### **1.19 SCOPE OF WORK**

- A. This contractor shall furnish all the labor and material necessary to install a complete safety and security system for the remodeled building.
- B. This contractor shall furnish all the labor and material to install a complete safety and security system in the new building. The system shall include all items of work as outlined in these specifications and on the drawings.
- C. All work shall be performed by a well-qualified and licensed technician with a thorough knowledge of the various systems involved in this building. It shall be this contractor's responsibility to see that his electricians are familiar with all the various codes and tests applicable to this work.
- D. All equipment shall be new and of the type specified by the engineer unless otherwise noted in these specifications or on the drawings to remain and or be reused.
- E. The intent of the specifications and drawings is for complete installation of the systems outlined in the specifications and drawings so that at the conclusion of construction the system will be turned over to the owner complete and ready for safe and efficient operation. The specifications and drawings cannot deal individually with the many minute items that may be eventually required by the nature of the systems.
- F. This contractor is required to furnish and install all such items normally included on systems of this type, which, while not mentioned directly herein or on the drawings are obviously essential to the installation and operation of the system and which are normally furnished on quality installation of this type.
- G. This contractor, shall before proceeding with any work, review the architectural drawings. Any conflict between the electrical and architectural drawings shall be reported to the engineer for clarification.
- H. If there is a discrepancy between the drawings and the specifications or within either document, the more stringent requirement shall be estimated unless brought to the engineer's attention and an addendum is issued for clarification.
- I. The cable that is installed without using raceway shall be neatly routed and supported every three foot (3') by j-hooks. All wiring in mechanical rooms shall be in conduit. All exposed wiring shall be in raceway. No cable shall be allowed to lie on the accessible ceiling tile.
- J. The Safety and Security Contractor shall establish system elevations prior to fabrication and installation. The Safety and Security Contractor shall coordinate elevations with other trades. All elevations shall be coordinated with all trades in the field prior to installation. When a conflict between trades arises, the design team shall be notified immediately prior to further installation however priority shall be as follows:
  - 1. Lighting Fixtures
  - 2. Gravity flow piping, including steam and condensate.
  - 3. Electrical bus duct.
  - 4. Sheet metal.
  - 5. Cable trays, including access space.

6. Other piping.
7. Conduits and wireway.

#### **1.20 DAILY HOUSEKEEPING AND CLEANING**

- A. At the end of each workday, the contractor shall remove all of his debris, rubbish, tools, and surplus materials from the project work area. The work area shall be broom cleaned and left in a neat and orderly condition. The contractor, for the removal of debris from the project, shall not use the owner's waste disposal facility.
- B. At end of construction, all equipment shall be cleaned and the premises left in first class condition as far as this contractor's work is concerned.

#### **1.21 INFECTION CONTROL PROCEDURES**

- A. This contractor is instructed to adhere to the owner's procedures for infection control. Refer to owner's policy handbook for specifics.
- B. This contractor is responsible for dust partitions outside of the construction area.
- C. This contractor shall schedule all work affecting the owner's use of areas outside of the construction area during evening hours.

#### **1.22 WALL CONTINUITY (1 HR.)**

- A. All items mounted in 1 hr. rated walls requiring an opening larger than a four inch (4") square (16 sq. inches) require the 1 hr. rating not be degraded.
- B. Any branch panel in a 1 hr. wall will require the exterior of the recessed panel be covered with 5/8 inch fire rated gypsum board. This is true for any device requiring more than a 16 sq. inch opening.

#### **1.23 CABLE**

- A. The fire alarm system manufacturer shall approve low voltage cable. All low voltage electrical cable, installed as part of a new fire alarm system, shall be plenum rated cable.
- B. Cable installed without using raceway shall be neatly routed and supported every 32 inch by no less than a nylon wire tie or supported in bridle rings. All wiring in mechanical rooms shall be in conduit. All exposed wiring shall be in raceways. No cable shall be allowed to lie on the accessible ceiling tile.

#### **1.24 LOW VOLTAGE CABLE INSTALLATION**

- A. This contractor is to install if they are licensed to, or contract with a licensed electrician to install conduit serving low voltage cables located in all mechanical rooms and non-accessible areas and exposed structural areas. Use cable trays in other areas as indicated on the drawings. Where cable trays are not accessible, use J-hooks equal to Caddy Cable CAT. Provide hooks with closure holes and cable ties. Mount hooks 32 inch on center.

#### **1.25 TRENCHING AND BACKFILLING**

- A. Each contractor is responsible for their own individual trenching and backfilling unless otherwise noted in the drawings or addendum.
- B. All underground utilities, telephone conduit, parking lot lighting, tunnels, etc shall be exactly located prior to digging. This contractor shall be held responsible for all damages caused by failure to do so.
- C. Any backfill shall be tamped and compacted to prevent future settling. The backfill shall be installed to a smooth and level grade and installed in accordance with local codes.
- D. All excess dirt shall be cleared from the area and disposed of as directed by the owner.
- E. Refer to architectural specification sections for additional information.

#### **1.26 DIGITAL MEDIA AGREEMENT**

- A. Computer Aided Drafting (CAD) Documents may be available to the contractor for some uses. Contact the engineer prior to bidding to determine what information is available to be transmitted to the contractor in digital form.

- B. When documents are determined to be available, and as requested by the contractor, they will be transmitted upon the completion and execution of the MODUS digital media agreement. A service fee for each document transmitted will be assessed to the contractor. Documents will be transmitted upon payment receipt. Current service fee is \$100.00 per CAD sheet.

**1.27 SECURE NETWORKABLE DEVICES**

- A. Update network devices to the most current software/firmware.
- B. Change default password of all networkable devices.
  - 1. Passwords shall have at least eight characters.
  - 2. Include uppercase and lowercase letters, numerals, and special characters
- C. Supply MAC address and serial number of all networkable devices.
- D. Work with the Owner's IT department to align to existing IT standards.
- E. Provide to the owner a printed and/or electronic spreadsheet log of all network information including, IP addresses, MAC addresses, logins and password information during system training.

**1.28 SYSTEM CONFIGURATION AND PROGRAMMING FILES**

- A. Supply system configuration and programming files where export is available.
- B. Supply uncompiled programming for systems applicable.
- C. All configuration and programming shall be property of the owner at conclusion of the project.

**PART 2 PRODUCTS**

**NOT USED**

**PART 3 EXECUTION**

**NOT USED**

**END OF SECTION**



**SECTION 28 3100**  
**FIRE DETECTION AND ALARM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire alarm and smoke detection control panel
- B. Peripheral devices
- C. Fire alarm wire and cable

**1.02 RELATED SECTIONS**

- A. Specification Section 08 7100 - Door Hardware
- B. Specification Section 21 1300 - Fire Suppression Sprinkler System
- C. Specification Section 21 2000 - Fire Extinguishing System
- D. Specification Section 26 0533 - Raceways and Boxes for Electrical Systems

**1.03 REFERENCES**

- A. NFPA 70 - National Electrical Code
- B. NFPA 72 – National Fire Alarm Code
- C. NFPA 101 - Life Safety Code
- D. International Building Code
- E. International Existing Building Code
- F. International Fire Code
- G. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems

**1.04 SYSTEM DESCRIPTION**

- A. Fire Alarm System: NFPA 72, manual and automatic local fire alarm system.
- B. Fire alarm system shall include the system wiring, raceways, pull boxes, terminal cabinets, outlet and mounting boxes, control equipment, alarm and supervisory signal initiating devices, alarm notification appliances and other accessories required for a complete operating system.

**1.05 SUBMITTALS**

- A. Shop Drawings: Provide a building layout showing each device and wiring connection required.
- B. Product Data: Provide electrical characteristics and connection requirements.
- C. Test Reports: Indicate satisfactory completion of required tests and inspections.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation and starting of products.
- E. Contractor shall submit software logic, flow diagrams, battery calculations and one line diagrams illustrating device loops.
- F. Contractor shall be responsible for submitting a copy of these documents to the local Authority Having Jurisdiction or state for required review.
- G. Submit copies of NICET certifications as described in this specification section.

**1.06 PROJECT RECORD DOCUMENTS**

- A. Record actual locations of initiating devices, signaling appliances, shut down relays, power supplies, and end-of-line devices.
- B. Indicate device addresses on this drawing.
- C. Deliver to owner as both hard copy and electronic file.

### **1.07 OPERATION AND MAINTENANCE DATA**

- A. Operation Data: Operating instructions.
- B. Maintenance Data: Maintenance and repair procedures.
- C. Configuration Data: Printouts of configuration settings for all devices.
- D. Routine Maintenance Checklist.

### **1.08 QUALIFICATIONS**

- A. Contractor: The contractor shall have a fully equipped, factory trained, and manufacturer certified service and installation organization.
- B. Supervisor: The job supervisor shall be a NICET Level II (or higher) technician and be a full-time employee of the certified reseller. Supervisor shall be responsible for programming and testing.
- C. A job site supervisor is to be present on-site at all times during installation. The supervisor shall be a NICET Level II (or higher) technician.
- D. Installer: All work relating to the fire alarm shall be performed by a NICET Level I (or higher) technician.
- E. A list of technicians with any level of responsibility with this project shall be submitted for review and acceptance during the submittal process. A copy of their NICET Certification and manufacturer's training certificate for the system to be installed shall also be included.
- F. Installer shall be capable of answering trouble calls from a permanently maintained location less than 100 miles from project site.

### **1.09 REGULATORY REQUIREMENTS**

- A. Conform to requirements of NFPA 70 and NFPA 101.
- B. Furnish products listed and classified by UL, FM as suitable for purpose specified and indicated.

### **1.10 EXTRA LABOR AND MATERIALS**

- A. Provide 2 installed automatic smoke detectors including 40 feet of wiring each per device to be positioned by the owner or engineer.
- B. Provide 2 installed automatic heat detectors including 40 feet of wiring each per device to be positioned by the owner or engineer.
- C. Provide a minimum of six keys of each type.
- D. Devices not installed at the direction of the owner or engineer shall be turned over to the owner at the completion of the project.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Match existing.
- B. No engineer approved equal.

### **2.02 FIRE ALARM AND SMOKE DETECTION CONTROL PANEL**

- A. Main Control Panel: Existing panel to remain. Expand panel as necessary to provide sufficient initiating and indicating circuits.
- B. Test and verify automatic telephone dialer module. Notify the design team of any issues.

### **2.03 PERIPHERAL DEVICES**

- A. Manual Fire Alarm Station: Fire alarm pull stations semi-flush compatible with existing fire alarm control panel.
- B. Thermo-Detectors: Area thermo-detectors shall be 135 deg F rate of rise and fixed. They shall cover 2500 sq. ft. Detectors shall be compatible with existing fire alarm control panel.

- C. Automatic Smoke Detectors: Area smoke detectors shall operate on the photo-electric principle using a stable LED light source and a silicone photodiode to form a very highly accurate means of smoke detection and shall be so designed for a 360 degree smoke entry for optimum response. Regardless of sensitivity setting the detector stability shall be unaffected by high air velocity. Detectors shall be compatible with existing fire alarm control panel.
- D. Horn/Strobe Indicators: Wall mounted shall comply with Americans with Disabilities Act and compatible with existing fire alarm control panel.
- E. Horn/Strobe Combination Unit: Flush mounted combination unit with red thermoplastic faceplate, "FIRE" in white letters.
- F. Strobe Only Unit: Xenon light.
- G. Local Smoke Detectors: 120 volt powered with nine-volt battery backup. Unit shall be stand alone.
- H. Elevator Shunt Trip Breaker: Fire alarm contractor shall monitor electrical contractor provided elevator shunt trip breaker. Refer to elevator detail on drawings.

#### **2.04 FIRE ALARM WIRE AND CABLE**

- A. Fire Alarm Power Branch Circuits: Building wire as specified.
- B. Initiating Device and Indicating Appliance Circuits: All fire alarm wiring shall be in metallic conduit or open raceway system as specified. Concealed in finished area. Wiring shall be as specified by the manufacturer.
- C. Total load carrier by conductors in each conduit at any voltage shall be limited to 5 amperes. Voltage above 30 VAC-DC shall be in a separate conduit. Wire shall be color coded as follows:
  1. Detector Power Circuit: Violet (+) and Blue (-)
  2. Signal Circuit: Red (+) and Black (-)
  3. Fan Shutdown Circuit: Brown (+), White (-) and Green for ground.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install manual station with operating handle 48 inch on center above finished floor. Install audible and visual signal devices 80 inches above floor or six inches (6") below ceiling, whichever is lower in compliance with ADA standards.
- C. Make conduit and wiring connections to door release, devices, sprinkler flow switches, and sprinkler valve tamper switches. This contractor is responsible for all wiring and conduit to the sprinkler system post indicating valve, when this valve is provided. See drawings for location.
- D. Automatic Detector Installation: Conform to NFPA 72.
- E. This contractor shall relocate all existing devices from existing ceilings and mount on new ceilings. New ceilings are indicated on the drawings.
- F. Provide telephone wire from fire alarm panel to owner's telephone system. Final connection is to be by the owner.
- G. Detector should not be located in areas with excessive exhaust fumes, kitchen areas, near fireplaces or furnace rooms and within three feet (3') of air supply ducts, air diffusers, or ceiling fans.
- H. This contractor shall be responsible for installing an indication system that results in a tone reaching 15 dB over ambient or louder. Horns shall not reach a volume that is greater than 105dB in any room.
- I. This contractor shall be responsible for installing an indication system that meets or exceeds the required strobe intensity per NFPA 72.
- J. Existing devices may be reused where appropriate.

### **3.02 ELECTRICAL REQUIREMENTS**

- A. All wiring shall be concealed within walls. No exposed raceways except areas with exposed structure. Coordinate conduit routing with the architect. Provide conduit for wiring located in non-accessible areas. In areas with accessible ceilings, use j-hooks as specified. Provide sleeves through walls and floors (3/4 inch minimum). Do not exceed a 40% pipe fill.
- B. Minimum 3/4 inch conduit size.
- C. Fire alarm cable installed in conduit shall not be shared by any other low voltage system cable.
- D. Make conduit and wiring connections to door release devices, sprinkler flow switches, and sprinkler valve tamper switches. This contractor is responsible for all wiring and conduit to the sprinkler system post indicating valve, when this valve is provided. See drawings for location.
- E. Provide and Install insulated bushing on end of raceways.
- F. All fire alarm devices, junction and pull boxes shall be installed so they are easily accessible without removing light fixtures, equipment, conduits, junction boxes or other items.
- G. Provide locking breaker on 120 VAC power source and label "Fire Alarm." Locking breaker shall be painted red. Any power source to FACP or devices shall be labeled with location of Power source for room number, panel and circuit number.
- H. Fire alarm control and remote power panel's power shall be supplied by a surge protected dedicated circuit(s).
- I. Auxiliary functions that are powered from a remote source must be monitored for power if they do not go to the operational mode for fire protection. (i.e. A power opener purge door that must open to purge air through building or a stairway air pressurization fan that must be monitored for power in case the breaker is shut off.)

### **3.03 FIELD QUALITY CONTROL**

- A. Test in accordance with NFPA 72.
- B. Upon completion of the fire alarm system installation, this contractor shall provide a written statement advising the architect of completion and to be in compliance with fire and electrical codes and in accordance with wiring diagrams, instructions and directions provided by the manufacturer.
- C. Representative of the manufacturer shall certify the system complete and that the owner has received adequate instructions in system operation.

### **3.04 MANUFACTURER'S FIELD SERVICES**

- A. Prepare and start system.
- B. Include services of certified technician to supervise installation, adjustments, final connections, and system testing.

### **3.05 ADA HEIGHT**

- A. The new fire alarm devices will require new back boxes for the new audio/visual alarm signals. Install at the new ADA height of 80 inches to the center of the flashing light. ADA requires 48 inches to the operating mechanism of any pull station, which is newly installed in order to comply with a wheel chair bound person's forward reaching.
- B. The devices mounted below 80 inches shall not protrude from the wall over four inch (4") to comply with ADA.

### **3.06 CABLE**

- A. The fire alarm system manufacturer shall approve the low voltage cable. All low voltage electrical cable that is installed as part of the new fire alarm system shall be plenum rated cable where required.
- B. The cable that is installed without using raceway shall be neatly routed and supported every three foot (3') by no less than a nylon wire tie or supported in bridge rings. All wiring in

mechanical rooms shall be in conduit. All exposed wiring shall be in raceway. No cable shall be allowed to lie on the accessible ceiling tile.

**3.07 EXISTING FIRE ALARM STATUS**

- A. The electrical contractor shall document all alarms associated to the fire alarm system and contact owner prior to performing general demolition.
- B. Electrical contractor shall respond to and resolve any nuisance trouble conditions from fire alarm system due to related construction project. Nuisance troubles shall be resolved with maintenance staff within 24 hours of notification of trouble.

**END OF SECTION**

