

**PROJECT MANUAL
FOR
BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION**

**BUCHANAN, GEORGIA
HARALSON COUNTY SCHOOLS**

**BXA PROJECT NUMBER 22131
DIVISIONS 1 THRU 26**

DATE: JANUARY 4, 2023

**OWNER:
HARALSON COUNTY SCHOOLS
299 ROBERTSON AVENUE
TALLAPOOSA, GEORGIA 30176**

PREPARED BY:



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000107
SEALS PAGE

BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BXA PROJECT NO. 22131

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BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BUCHANAN, GEORGIA

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SECTION 001113

ADVERTISEMENT FOR BIDS

Haralson County Schools will accept Sealed Bids from Licensed General Contractors for Buchanan Elementary School Gymnasium Modification located at 215 College Circle, Buchanan, Georgia. Construction is scheduled to begin in Summer 2023. Substantial completion shall occur in TBD. The scope of work includes the replacement of the existing HVAC system with a new HVAC system for the Gymnasium (Building 2030) as detailed in the documents.

Sealed Bids shall be submitted to the Attention of Mr. Stacy Gilbert, Facilities/ Maintenance Director, Haralson County Schools, 299 Robertson Avenue, Tallapoosa, Georgia 30176, date to be determined. Fax transmittals and email bids will not be accepted. Bids will be opened and read aloud. Bid opening shall take place at Haralson County Schools, 299 Robertson Avenue, Tallapoosa, Georgia 30176. Haralson County Schools will consider the results and make the determination as to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Documents.

The Architect is Breaux & Associates Architects. Bid Document drawings and specifications are available for review at:

- Haralson County Schools, 299 Robertson Avenue, Tallapoosa, Georgia 30176 Phone: 770-574-2500
- Gainesville Whiteprint 312 Bradford Street NE, Gainesville, Georgia 30501 Phone: 770-534-2086.
- LDI – 1750 Marietta Highway Suite 240, Canton, GA 30114 Phone 770-720-1888

Electronic copies of the documents (drawings and specifications) may be obtained by emailing ConstructionAdmin@BXArch.com. Documents can be purchased for the COST OF REPRODUCTION from Gainesville Whiteprint or LDI Plan Rooms. A limited number of sets will also be made available from Haralson County Schools for the cost of reproduction. Any questions regarding the bid documents should be emailed to ConstructionAdmin@BXArch.com. Addenda may be issued during the bidding period. Bidders shall acknowledge Addenda on the Bid Proposal Form.

A Performance Bond and a Payment Bond are required in an amount equal to 100% of the Contract Price. Proof of Builder's Risk Insurance, All-Risk Insurance, General Liability Insurance and Workman's Compensation Insurance will be required with Haralson County Schools listed as an additional insured party. All bids must be accompanied by a Bid Bond or Certified Funds in the amount of 5% of the Bid Amount.

All contractors must comply with the provisions of O.C.G.A. Sec. 13-10-91, and must register and participate in the federal work authorization program (also known as E-Verify (www.uscis.gov/everify)). A contractor must submit the required affidavit BEFORE ANY BID IS CONSIDERED. All bids must be accompanied by a form affidavit regarding compliance with this program.

Bidders shall submit a lump-sum bid amount (price) on the form included in the Bid Documents. Bids may not be withdrawn for a period of 60 days after the date of bid opening.

Note: All questions relating to the bidding of this project shall be directed to the Architect, via email only, at ConstructionAdmin@BXArch.com. Questions pertaining to the project and the documents will be answered in the form of an Addendum. No Bidder shall contact any persons with the Haralson County Schools in regards to this project, at any time during the Bidding Process. Any breach of this requirement may result in Bidder's disqualification.

END OF SECTION 001113

NO FAXED OR EMAILED BIDS ACCEPTED

BID PROPOSAL FORM
BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BUCHANAN, GEORGIA

Bid Date: To be determined

Company Name: _____

Company Address: _____

Contact Name / Number: _____

Email Address: _____

BASE BID TOTAL: \$_____

Base Bid

The undersigned agrees, having familiarized himself with the local conditions affecting the cost of the work, visiting the site and carefully examining the bid documents to furnish all labor, materials, equipment and services to complete the project for the stipulated sum listed above.

Schedule

Proposers agree to the following schedule: This construction project will begin Summer 2023 and Substantial Completion shall occur TBD.

Bid Time Limitations

It is understood that this proposal is subject to acceptance and may not be withdrawn for a period of Sixty (60) Days from Bid Date.

Contract Execution

Upon notification of acceptance of this proposal, the undersigned agrees to execute, within Seven (7) Days, the specified contract and to provide Payment and Performance Bond.

Addenda

The undersigned acknowledges receipt of addendum (addenda):

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Submitted By: _____

(Contractor)

Signature: _____

Print Name: _____

Title: _____

**SUBMIT THIS FORM AND E-VERIFY AFFIDAVIT ALONG WITH BID BOND OR
CERTIFIED FUNDS OF 5% OF THE BID AMOUNT, IN A SEALED ENVELOPE
MARKED AS FOLLOWS:**

BID

BUCHANAN ELEMENTARY SCHOOL GYMNASIUM MODIFICATION

Be sure the proposers name and address also appear on the envelope and deliver to:

**Haralson County Schools
299 Robertson Avenue
Tallapoosa, GA 30176**

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

SECTION 002113
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Instructions to Bidders for Project consists of the following:
 - 1. A.I.A. Document A701 – 2018 “Instructions to Bidders”. A copy of which is bound in this Project Manual.
 - 2. Supplementary instructions that modify and add to the requirements of the Instructions to Bidders are shown marked in the attached document.
 - 3. Copies of the unedited document may be obtained from: The Atlanta Chapter of The American Institute of Architects – 113 Peachtree Street, N.E., Atlanta, GA 30303 (404) 222-0099
- B. All questions for the Architect and/or Engineers regarding the project and the construction documents shall be EMAILED to ConstructionAdmin@BXArch.com.
- C. All valid questions will be answered via Addenda documents.
 - 1. The Architects and Engineers WILL NOT answer any questions pertaining to the project over the telephone.
 - 2. There is no bidders list.

1.2 SPECIAL REQUIREMENTS

- A. This is a federally assisted project and is subject to the Fair Labor Standards Act, which include Davis-Bacon and related acts. Laborers and mechanics employed by general contractors and subcontractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution.

END OF SECTION 002113

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AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

22131 Buchanan Elementary Gymnasium Modification
215 College Circle
Buchanan, Georgia 30113

THE OWNER:

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

Haralson County Schools
299 Robertson Avenue
Tallapoosa, Georgia 30176

THE ARCHITECT:

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

Breaux & Associates, LLC
5955 Shiloh Road East, Suite 200
Alpharetta, Georgia 30005

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7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

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

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

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

as designated in the Invitation to Bid.

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

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

as designated in the Invitation to Bid

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

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

by Construction Manager to plan rooms and to known bidders.

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

§ 3.4.3 Addenda will be issued no later than ~~four~~ three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

as designated in the Invitation to Bid.

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

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

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

§ 4.3 Submission of Bids

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

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

as designated in the Invitation to Bid

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

§ 4.4.1.2 A Bid may not be modified, withdrawn or canceled by the Bidder for sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

~~§ 7.1.1 If stipulated in the Bidding Documents, the~~ The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Surety company shall be licensed to execute such bond in the State of Georgia and shall be listed in the United States Treasury Department as acceptable for bonding federal projects.

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013.)

.5 Drawings

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

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

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

.8 Other Exhibits:

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

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

☐ ~~The Sustainability Plan:~~

Title	Date	Pages
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☐ ~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 002114
GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

A. General Conditions for the contract consist of the following:

1. A.I.A. Document A201– 2017 “General Conditions of the Contract”. A copy of which is bound in this Project Manual.
2. Supplementary instructions that modify and add to the requirements of the Instructions to Bidders are shown marked in the attached document.
3. Copies of the unedited document may be obtained from: The Atlanta Chapter of The American Institute of Architects – 113 Peachtree Street, N.E., Atlanta, GA 30303 (404) 222-0099.

END OF SECTION 002114

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

22131 Buchanan Elementary Gymnasium Modification
215 College Circle
Buchanan, Georgia 30113

THE OWNER:

(Name, legal status and address)

Haralson County Schools
299 Robertson Avenue
Tallapoosa, Georgia 30176

THE ARCHITECT:

(Name, legal status and address)

Breaux & Associates, LLC
5955 Shiloh Road East, Suite 200
Alpharetta, Georgia 30005

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

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

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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.

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the

operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and

suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.2.1 After the Contract has been executed, and under the conditions set forth in Division 01 – General Requirements, the Contractor shall furnish in writing to the Owner through the Architect, the names of persons or entities proposed as manufacturers for each of the principal products and the name of the installing contractor.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and

profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, ~~Architect~~, 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,~~ On the date established elsewhere in the Contract Documents, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the contractor on account of progress payments.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: West Haralson Elementary School Gymnasium Modification (BXA 22130).

1. Project Location: 4552 Old Hwy 100, Tallapoosa, Georgia 30176.

B. Owner: Haralson County Schools

C. Architect: Breaux & Associates – 5955 Shiloh Road East, Suite 200, Alpharetta, Georgia 30005

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 scope of work includes the replacement of the existing HVAC System with a new HVAC System for the Gymnasium (Building 2030).

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than [72] hours' notice to Owner of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- E. Comply with rules and regulations of the Owner while on project site.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

011000
SUMMARY

BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BXA PROJECT NO. 22131

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SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No.01: HVAC Equipment

1. Base Bid: Provide HVAC major equipment as produced by any of the approved manufacturers specified in specification section 238000 – HVAC Major Equipment.
2. Alternate: Provide the following equipment by the below listed manufacturers meeting specification section 238000 – HVAC Major Equipment requirements.
 - a. 2.03 Packaged Gas/Electric Pad-mount Units: Provide basis of design “Trane”
 - b. 2.04 Split-System Furnace/DX Cooling: Provide basis of design “Trane”

B. Alternate No.02: Thermostats

1. Base Bid: Provide Thermostats as produced by any of the approved manufacturers specified in specification section 230900 – HVAC Automatic Controls.
2. Alternate: Provide the following equipment by the below listed manufacturers meeting specification section 230900 – HVAC Automatic Controls requirements.
 - a. 2.01 Thermostats: Provide basis of design “Honeywell VisionPRO TH8321WF1001”.

END OF SECTION 012300

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes 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.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use 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, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.

- f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven 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 original product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 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.

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 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:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received **10** days or more prior to bid opening date.
 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 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, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 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 Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 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. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
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. Work Change Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 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 7 days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of 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. 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. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. 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.
6. 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.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
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.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the tenth day 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 and Georgia Department of Education DE 0263 Form (Georgia Department of Education Form included at the end of this specification).

- 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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 48 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.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. 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. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.

- I. 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. 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 G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

**Georgia Department of Education
Facilities Services Unit**

Certificate of the Contractor or His Duly Authorized Representative

Reimbursement Request Number _____ Project Number(s) _____

Project Name _____

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Reimbursement Request Number _____ are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the _____ (Owner) and _____ (Contractor); dated: _____ and all authorized changes thereto; and that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the " amount due this estimate" has been received.

1. Original Contract Sum	_____
2. Net change by Change Orders	_____
3. Contract Sum to Date(1 + 2).....	_____
a. Total amount earned for work in place (original contract).....	_____
b. Total amount earned for work in place (change orders).....	_____
c. Value of materials stored at site	_____
d. Total amount earned (a plus b plus c).....	_____
e. Amount retained (10%).....	_____
f. Total earned less retained percentage (d minus e)	_____
g. Total previously approved	_____
h. Total due this request for contractor (f minus g).....	_____
i. Amount due this request for architect	_____
j. Total amount requested (h plus i).....	_____

I further certify that all claims outstanding against the undersigned contractor for labor, materials and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the contractor which are not yet paid, including all disputed claims and any claims to which the contractor has or will assert any defense.

I further certify that all the materials indicated on this Reimbursement Request as being stored on the site, but not yet incorporated into the building have been purchased, delivered and are now stored on the site for future incorporation into the building, and until so incorporated the title to same is, upon payment of this statement, vested in the owner Furthermore, the undersigned contractor assumes full responsibility for the existence, protection, and, if necessary replacement of the above mentioned materials until the completion of this contract.

Contractor/Construction Mgr. _____ Date _____

By _____ (Signature) Title _____

Certificate of the Supervising Architect

I certify that I have verified this Reimbursement Request and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the contractor and that the contractor' s certified statement of this account and the amount due him is correct and just and that all work and materials in this Reimbursement Request have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name _____ (Signature) Architect. Date _____

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- 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.

1.3 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.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. 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 fifteen 15 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 fifteen 15 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 (150 by 200 mm) 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 subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. 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).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

- a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Architect.
 - 6) Name of Construction Manager.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Indication of full or partial submittal.
 - 15) Submittal and transmittal distribution record.
 - 16) Remarks.
 - 17) Signature of transmitter.
- 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 (22131) and Specification Section number followed by a dash and then a sequential number (e.g., 22131-061000-01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 22131-061000.01.R).
 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 electronic form 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. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- 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 and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
- 1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit three 3 paper copies of each submittal unless otherwise indicated. Architect will return two 2 copies.
 - 3. Informational Submittals: Submit one 1 paper copy of each submittal unless otherwise indicated. Architect will not return copies.

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 (BY REQUEST ONLY).
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- OR
- b. Three 3 paper copies of Product Data unless otherwise indicated. Architect will return two 2 copies.
- 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 (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- OR
- b. Three 3 opaque copies of each submittal. Architect will retain one 1 copy; remainder will be returned.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Submit product schedule in the following format:
 - a. PDF electronic file.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- F. 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.
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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 Section 017700 "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. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it with a uniform action stamp. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "rejected" at the Project Site or elsewhere where Work is in Progress. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 1. Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 2. Final-But-Restricted Release: When the Architect marks a submittal "Make Corrections Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. Returned for Resubmittal: When the Architect marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 4. Returned for New Submittal: When the Architect marks a submittal "Rejected," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark

- C. 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.
- 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 not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 013516

ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, Construction Manager will conduct conference at Project site.
 - 1. Attendees: In addition to representatives of Owner, Construction Manager, Architect, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
 - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
 - a. Fire-prevention plan.
 - b. Governing regulations.
 - c. Areas where existing construction is to remain and the required protection.
 - d. Sequence of alteration work operations.
 - e. Storage, protection, and accounting for salvaged and specially fabricated items.
 - f. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
 - 3. Reporting: Construction Manager will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at periodic intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
 - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
 - 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

- A. Fire-Prevention Plan: Submit **30 days** before work begins.

1.6 QUALITY ASSURANCE

- A. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- B. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials:
 - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
 - 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
 - 1. Repair and clean items for reuse as indicated.
 - 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weather-tight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
 - 1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
 - 2. Secure stored materials to protect from theft.
 - 3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
 - 1. Use only proven protection methods, appropriate to each area and surface being protected.
 - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
 - 3. Erect temporary barriers to form and maintain fire-egress routes.
 - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
 - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
 - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
 - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
 - 8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.
- B. Temporary Protection of Materials to Remain:
 - 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
 - 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
 - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
 - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
 - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
 - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
 - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
 - 1. Comply with NFPA 241 requirements unless otherwise indicated.
 - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
 - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
 - 1. Obtain Owner's approval for operations involving use of welding or other high-heat equipment. **Use of open-flame equipment is not permitted.** Notify Owner 24 hours before each occurrence, indicating location of such work.
 - 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
 - 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
 - 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
 - 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 - 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in the proper operation of fire-control equipment and alarms.

- b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
 - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
 - e. Maintain fire-watch personnel at Project site until 30 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
 - 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work.

- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

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SECTION 014000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 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. 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.
 - 2. 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.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 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. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

- D. 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.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five <5> 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.

1.3 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.

1.4 INFORMATIONAL SUBMITTALS

- A. 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.

1.5 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 Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. 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.

1.6 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 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. 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. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven <7> days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven <7> days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and 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. 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.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. 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.
- E. 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.
- F. 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.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 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 Section 017300 "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 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": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- 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.

1.2 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.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 12. AGA - American Gas Association; www.aga.org.
 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 16. AIA - American Institute of Architects (The); www.aia.org.
 17. AISC - American Institute of Steel Construction; www.aisc.org.
 18. AISI - American Iron and Steel Institute; www.steel.org.
 19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 21. ANSI - American National Standards Institute; www.ansi.org.
 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 24. APA - Architectural Precast Association; www.archprecast.org.
 25. API - American Petroleum Institute; www.api.org.
 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 27. ARI - American Refrigeration Institute; (See AHRI).
 28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 29. ASCE - American Society of Civil Engineers; www.asce.org.

30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).

72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsintstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.

114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.
124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.

159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.
172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steeltank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrasssod.org.
193. TRI - Tile Roofing Institute; www.tilerroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.
195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.

202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
 203. WI - Woodwork Institute; www.wicnet.org.
 204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
 205. WWPA - Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
 2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 3. ICC - International Code Council; www.iccsafe.org.
 4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestsERVICE.tamu.edu.

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 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- 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.

1.3 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.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.4 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 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

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 Section 011000 "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. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. 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.
- D. 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.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install temporary electric power service overhead unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by construction personnel. Install one 1 telephone line for each field office.
 1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.
 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide designated temporary parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. 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.
- H. 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 Section 017300 "Execution."
- I. 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.
- J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

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.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and authorities having jurisdiction, whichever is more stringent.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. 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.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- J. 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 not complete, insulate temporary enclosures.

- K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 3. Insulate partitions to control noise transmission to occupied areas.
 - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - 5. Protect air-handling equipment.
 - 6. Provide walk-off mats at each entrance through temporary partition.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

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 materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- 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. Discard or replace water-damaged and wet material.
 - 4. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 5. 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. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

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. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within **15** days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered[**unless otherwise indicated**].
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 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.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 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 element 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.

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.
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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

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, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect.

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.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of **two** permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 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.

3.6 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: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 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.
 - 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.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 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 (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- 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. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

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 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 MAINTENANCE MATERIAL SUBMITTALS

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

1.4 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 ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction

- photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 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.
 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.

1.5 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. 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.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated copy.

1.7 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. Organize warranty documents into an orderly sequence based on the table of contents of the 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 (215-by-280-mm) 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.
- C. 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. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 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 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 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
 2. Emergency manuals.
 3. Operation manuals for systems, subsystems, and equipment.
 4. Product maintenance manuals.
 5. Systems and equipment maintenance manuals.

1.2 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 formats:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.

AND

2. Two paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- 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.
- B. 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.
- C. 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 Construction Manager.
 - 6. Name and contact information for Architect.
 - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 8. Cross-reference to related systems in other operation and maintenance manuals.
- D. 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.
- E. 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.

- F. 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.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. 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. 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.

2.2 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.
- 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.

2.3 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 is 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.

2.4 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.

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.

2.5 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.
- 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.
- 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.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. 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.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. 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.
- D. 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.
- E. 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.
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set of file prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Construction Manager.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, record Product Data, and record Drawings where applicable.

- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

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SECTION 017900

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.

- c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.

- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

END OF SECTION 017900

SECTION 024119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 MATERIALS OWNERSHIP

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

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at **Project site** .

1.4 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and , for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of selective demolition activities with starting and ending dates for each activity.
- D. Predemolition photographs or video.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

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

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

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

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

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

- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

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

END OF SECTION 024119

024119
SELECTIVE DEMOLITION

BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BXA PROJECT NO. 22131

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SECTION 22 1000
PIPING AND ACCESSORIES

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Section 23 0010 is applicable.

1.02 PIPING SYSTEMS

- A. Gravity Condensate Drains.
- B. Gas Piping System.
- C. Refrigerant Piping System.
- D. Pulse Furnace Gas Intake, Exhaust, and Drains.

1.03 PIPE AND FITTINGS

- A. Any one piping system may employ a variety of fittings and materials depending upon size, system temperature and pressure. Threaded or welded fittings may be employed in a single system. Welded fittings shall be long radii. Weld-o-lets and thread-o-lets may be used.
- B. Fish mouths, shaped nipples, or miter cut fittings shall not be used. Welding of pipe smaller than 1" is not permitted.
- C. All gas piping joints located above ceilings and in return air plenums shall be tested as required by code for pipes located in plenum spaces. Gas valves and unions for furnaces shall not be located in return air plenums.
- D. Copper pipe and tubing may be used in any water or drain system provided the system pressure does not exceed the rated internal working pressure for the temperature and jointing method used as listed in the "Copper Tube Handbook" by the Copper Development Association, Inc., 412/6, Table 11. Copper pipe and tubing shall be type L ASTM B 88, joints with "lead-free" solder.

1.04 SYSTEM PRESSURE

- A. Rated working pressure of pipe, fittings, valves, and joints shall be in excess of system maximum pressure and system maximum temperature at the point of installation.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

- A. Gravity Condensate Drain:
 - 1. PVC Schedule 40 on roof with PVC socket-type fittings and solvent weld joints. Type L copper ASTM B88 for drains inside the building. Fittings for copper shall be wrought copper type with lead-free solder joints. Harris "Bridget" or approved equivalent product. Provide brass thread plug cleanouts at each 90 degree turn. Use brass thread plug-in copper drain.
 - 2. Furnace condensate coil drip leg to drain shall be PVC. Do not use copper.
- B. Gas System:
 - 1. Aboveground Pipe: Black steel, Schedule 40, conforming to ASTM A106 or ASTM A53, B grade.
 - 2. Fittings and Joints: Black steel malleable iron, threaded conforming to ASTM A-234-WPB.
 - 3. All exposed gas piping downstream of meter and outside of building shall be painted with two coats of rust inhibitor paint.
 - 4. Underground Pipe Outside: Yellow Polyethylenegas pipe and fittings. Piping to meet ASTM D2513, the standard specification for Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
 - 5. Tracer wire to be provided for all plastic gas pipe. Provide continuous lengths of approved tracer wire with a UL listing suitable for tracing gas pipe. Provide #12 or larger diameter solid copper wire. Install per manufacturers recommendations.

- C. Refrigerant Piping (above grade):
 - 1. Pipe: ACR grade, rigid hard drawn copper refrigerant pipe; ASTM B 280. Piping shall be factory-cleaned, dehydrated, sealed, and nitrogen-purged in accordance with ASTM B 280 refrigerant industry standards.
 - 2. Pipe: ACR grade soft (annealed) refrigerant copper tubing; ASTM B 280, shall be acceptable as an alternate to hard drawn tubing. Piping shall be factory-cleaned, dehydrated, sealed, and nitrogen-purged in accordance with ASTM B 280 refrigerant industry standards.
 - 3. Fittings and Joints: Wrought copper fittings brazed with B CuP5 filler metal.
 - 4. Valves and refrigeration accessories soldered with low temperature silver bearing solder.
 - 5. Pre-charged, soft (annealed) copper coils available as an accessory with cooling equipment may be utilized in lieu of hard drawn copper, and shall be designed/approved by unit manufacturer representative.
- D. Pulse Furnace Vent System:
 - 1. Pipe: PVC Schedule 40.
 - a. Fittings and Joints: PVC Schedule 40 with solvent weld joints. Utilize fittings furnished by furnace manufacturer.

2.02 VALVES

- A. General: Valves 2" and smaller shall be bronze, threaded, or solder pattern; 2" and larger shall be iron body, bronze trim, threaded, grooved, or flanged through 4". Size 5" and larger shall have flanged or grooved connections. All valves shall be Class 125 unless noted otherwise. Use only lubricated plug cocks in gas system.
- B. Manufacturers:
 - 1. All valves of a single class, such as; bronze, solder ball, iron body, flanged globe, or butterfly, shall be by one manufacturer. All classes of valves need not be by the same manufacturer.
 - 2. Ball Valves: Jomar, Hammond, Apollo, Kitz, Watts, Victaulic, or Crane.
 - 3. Lubricated Plug Valves: Rockwell, Homestead, Victaulic, or Crane.
- C. Gate Valves: Shall not be used.
- D. Lubricated Plug Valves: (Cocks)
 - 1. Ferrous metal bodies and plugs, the plug shall be grooved for pressure lubrication, square nut top, with wrench attached and a container of lubricant. Through 3" valves shall be screwed pattern, 4" and larger shall be flanged or grooved. Plug valves used for balancing shall have infinitely adjustable memory stops and position indicator.
 - 2. Use only lubricated plug cocks in gas system, or Milwaukee Butterball valve.
- E. Ball Valves:
 - 1. Ball Valves: 150 WSP, 600 WOG bronze body, chrome-plated, solid bronze ball, smooth bore, large or full port, with open post and stem keyway, gasketed stem, teflon seat, threaded only. Ball valves used for balancing shall have infinitely-adjustable memory stops. Valves on insulated pipe shall have extended handles of sufficient height to accommodate 2" of insulation.
- F. Refrigerant Valves and Accessories:
 - 1. All shall be brass construction specifically designed for installation in refrigeration systems, sweat or flare connections.

2.03 UNIONS

- A. Unions shall be installed in water systems to facilitate assembly of piping and permit removal of pumps, tanks, water heaters, flow-limiting valves, check valves, strainers, and control valves.
- B. Unions 3" and smaller shall be malleable iron, ground joint with brass seats; 4" and larger use flanges. In copper piping, unions shall be all brass with ground joint.
- C. Flanges of valves or equipment are considered as unions.

- D. Systems using mechanical couplings, the couplings are considered unions.
- E. Dielectric unions shall be installed at each piping joint and equipment connection between ferrous and non-ferrous materials. Dielectric union shall be standard products manufactured for service indicated, to effectively isolate ferrous from non-ferrous piping (electrical conductance), prevent galvanic action and stop corrosion. ClearFlow Dielectric Waterway is also acceptable when used with a threaded union or grooved coupling.

2.04 SLEEVES

- A. Defined as holes provided to permit passage of pipe, and on insulated pipes, pipe and insulation, through floors and walls. Soil, waste and vent, and supply pipes for plumbing fixture connection, require no wall sleeves.
- B. Masonry: Sleeves shall be formed with Schedule 40 steel pipe, and shall be sized large enough to accommodate pipe insulation to be continuous through sleeve on systems indicated. Pipe sleeve shall extend a minimum of 1" on both sides of wall.
- C. Concrete:
 - 1. Walls and floors, except floors on grade, shall be formed by any device which insures a neat circular hole of proper size, such as pipe, sheet metal, polyethylene hats, diamond drilled and others.
 - 2. Structural floor sleeves require extension above the floor surface to prevent water passage down the sleeves shall be made with Schedule 40 black steel pipe, extended 1" above the floor.
- D. Other Sleeves: Where pipes pass through wood, drywall, plaster partitions, or suspended ceilings, sleeves shall be neatly cut holes and sealed with caulk.
- E. Sealing of Annular Space: For sleeves in masonry and concrete walls and elevated floor slabs, the non-rated, annular space shall be closed by packing with silicone RTV foam. Sleeves in exterior walls shall be sealed with a "Link-seal" assembly or packed with fiberglass and sealed at both ends with weather-resistant non-hardening caulk. Where escutcheons are not required, the annular space shall be neatly sealed at the sleeve end. Pipe passing through ducts and plenums shall be sealed air tight. Annular spaces in sleeves that pass through fire resistive or fire rated partitions, floors, or ceilings, shall be closed with 3M Fire Barrier Penetration Sealing System, or approved product.
- F. Unused Holes in floors and walls made for pipe or duct penetrations shall be plugged to match wall or floor and neatly finished.
- G. Sleeves sized for pipe diameter plus full thickness insulation passage.

2.05 ACCESS PANELS

- A. Refer to section 23 0010.

2.06 ESCUTCHEONS

- A. Escutcheons are annular shaped metal plates installed to cover annular space around pipes entering walls, floors and ceilings, and are installed for decorative purposes. They shall be chrome-plated steel, with fastening method to insure they remain in position. Fastening method may be set screw or multiple spring fingers contacting pipe.
- B. Escutcheons for water closet, plated supply pipes, and shower arms shall be chrome-plated brass with set screw.
- C. Escutcheons are not to be installed on the bell of any soil or drains pipe; on any pipe larger than 4"; on insulated pipe if exterior diameter of insulation is larger than 4"; or on pipes which do not enter the wall or floor at approximately right angles.

2.07 FLASHING

- A. Shall be sheet lead, 4 pounds per square foot, and extend out from pipe and drain edge no less than 12".

- B. Roof drains, floor drains, area drains, and equipment room drains installed where membrane water-proofing is installed shall be flashed.
- C. Vent stacks and other pipes through roof shall be flashed. Flashing may be caulked into pipe bell if flush with finished roof, or on 3" and larger may employ 4 pound boot flashing. Vents shall extend a minimum of 12" above finished roof elevation at penetration. Refer to roof pipe portals for piping through roof other than sanitary vents or overflow drains.

PART 3 - EXECUTION

3.01 INSTALLATION OF PIPING

- A. All piping shall be properly supported or suspended on stands, clamps, hangers, etc., of approved design and make as specified. Supports shall be designed to permit free expansion and contraction while minimizing vibration. Pipes shall be anchored where shown by means of steel clamps, or other approved means, securely fastened to the pipe and rigidly attached to the building construction.
- B. Screw threads shall be cut clean and true; screw joints shall be made tight without caulking. No bushings shall be used. All pipe 2" and smaller shall be reamed out after cutting to nominal internal diameter and to remove all burrs.
- C. Drawings indicate generally the size and location of piping, and while sizes must not be decreased, the right is reserved to change runs and sizes of pipes in order to accommodate conditions at the job. Piping shall conform to the following requirements:
 - 1. Piping shall be properly graded to provide drainage and prevent noise and water hammer. Proper provision shall be made for expansion and contraction in all portions of pipe work, to prevent undue strains on piping or on fixtures or apparatus connected thereto.
 - 2. Pipe Nipples: Any piece of pipe 3 inches in length and shorter shall be considered a nipple. All nipples shall be extra-heavy. Close nipples shall not be used.
 - 3. All piping connections to coils and equipment shall be made with offsets provided with screwed or flanged unions so arranged that the coils may be removed or equipment can be serviced or removed without dismantling the piping. Unions shall not be directly screwed to coil header piping connection.

3.02 PIPE JOINTS

- A. Threaded Pipe: Threads shall be machine-cut, accurately-aligned, with burrs removed from cut end inside.
- B. Soldered and Brazed Pipe: Procedure shall be as described in "Copper Tube Handbook" by Copper Development Associations, Inc., No. 412/6. All soldered joints shall be thoroughly cleaned before application of the solder. All soldered joints for tubing larger than 2" in size shall be made with the simultaneous application of two or three blow torches.
- C. Refrigerant System Piping: All pipe joints shall be brazed except connections to valves and accessories and shall be protected against damage from heat and joined with low temperature silver bearing solder as required. Piping shall be installed according to methods outlined in Chapter XVI, and XIX and XX of the Trane Reciprocating Refrigeration Manual. All systems shall be leak-tested until leak-free, then dehydrated and dry nitrogen-purged; then filled with refrigerant.

3.03 REFRIGERANT PIPING

- A. Pipe shall be assembled to permit pitch. Provide manufactured suction line P-traps and other features to comply with the recommendations. Use only long radius elbows for all 90 deg bends.
- B. Systems shall be evacuated and charged in accordance with the manufacturer's instructions.
- C. Piping connections shall have service valves and gauge ports.
- D. Refer to Section 23 8000 for specialties furnished with equipment.
- E. Refrigerant line kits available from equipment manufacturer may be utilized.

- F. Refrigerant piping shall be installed in strict accordance with equipment manufacturer's published instructions and recommendations.
- G. Refrigerant piping shall generally be routed from the outdoor unit to the indoor coil (or VRV branch selector box) in the shortest possible route, minimizing elbows, concealed, and out of the way.

3.04 TESTING

- A. The following testing requirements for piping systems are considered as minimum and unless different from Code or local inspectors' requirements shall be provided. Where requirements differ from Code, the more stringent requirement shall be used.
- B. Test natural gas piping under an air pressure of 50-psig for 2 hours.
- C. All tests shall be made in the presence of and to the satisfaction of Plumbing and other inspectors of the County/City and to the satisfaction of the Architect or representative.
- D. Piping systems may be tested in sections but a final test may be required of the entire piping system at the completion of the system in the presence of the Architect or representative. Tests shall be made while pipe is exposed to view where possible.

3.05 GRADES

- A. All pipes shall be graded for drainage.
- B. Drains: 1/8" per foot, per Code.
- C. Refrigerant piping shall be pitched toward traps and compressors for proper oil return.
- D. Gas piping shall pitch toward dirt legs.

3.06 WELDING

- A. All welding shall be done in accordance with the welding procedures of the National Certified Pipe Welding Bureau, conforming to the requirements of the ASME Boiler and Pressure Vessel Code or the ASA Code for Pressure Piping. No welder shall be employed on the work who has not been fully qualified under the above specified procedure and so certified by a member of a local chapter of the National Certified Pipe Welding Bureau or similar locally recognized testing authority.
- B. Welds shall be wire brushed after completion, coated with rust inhibitor paint and on galvanized pipes, given two coats of aluminum paint.

END OF SECTION

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SECTION 23 0010
MECHANICAL GENERAL

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Specification: This Specification is intended to cover all portions of this building.
- B. Reference Codes: This installation shall comply with the following Codes and Regulations.
 - 1. 2018 International Building Code with 2020 Georgia Amendments.
 - 2. 2018 International Plumbing Code with 2020 Georgia Amendments.
 - 3. 2018 International Mechanical Code with 2020 Georgia Amendments.
 - 4. 2018 International Fuel Gas Code with 2020 Georgia Amendments.
 - 5. 2015 International Energy Conservation Code with 2020 Georgia Amendments.
 - 6. 2018 International Fire Code.
 - 7. NFPA 101 - 2018 Life Safety Code.
 - 8. NFPA No. 70 - 2017, "National Electric Code".
 - 9. State of Georgia Chapter 120-3-3 - 2020, State Minimum Fire Safety Standards.
 - 10. State of Georgia Chapter 120-3-20 - 2015 Accessibility Code / 2020 ADA Standards.
- C. Reference Standards: This installation shall comply with the following standards.
 - 1. Manufacturers Standardization Society of the Valve and Fittings Industry (1815 North Ft. Meyer Drive, Arlington, VA 22209) Pipe Hangers and Supports-Materials, Design, Manufacture, Selection, Application and Installation MSS-SP-58-2018, called MSS-SP-58.
 - 2. American Society of Heating and Ventilating and Air Conditioning Engineers Guide, Fundamentals, 2021 Edition.
 - 3. Sheet Metal and Air Conditioning Contractor National Association (SMACNA) HVAC Duct Construction Standards, Metal & Flexible, 3rd Edition, 2005; Fire, Smoke, and Radiation Damper Installation Guide for HVAC Systems, 5th Edition, 2002; and Seismic Restraint Manual Guidelines for Mechanical Systems, 3rd Edition, 2008.
 - 4. American Society of Sanitary Engineers (ASSE) Standards, Latest Editions.
 - 5. North American Insulation Manufacturers Association (NAIMA) Fibrous Glass Duct Liner Standard, Fifth Edition, 2002.
 - 6. ANSI/ASHRAE Standard 62.1-2016 Ventilation for Acceptable Indoor Air Quality.

1.02 REGULATIONS

- A. Attention is called to the fact all work shall be done in accordance with all applicable City, County, and State regulations; which regulations shall be considered as minimum requirements, and shall not alter the arrangement and pipe sizes indicated on the Drawings, except where they conflict.

1.03 DRAWINGS

- A. The work is shown on the Drawings by Breaux & Associates, LLC.

1.04 PROTECTION OF PUBLIC

- A. If Contractor must operate any potentially dangerous devices before all specified safety valves controls and devices are installed, Contractor shall notify the Architect in writing. Contractor shall not operate such devices under these conditions until arrangements for supervision by competent operators have been instituted and Architect's written approval has been issued.

1.05 EXCAVATION, SHORING AND BRACING

- A. Excavate and back-fill for the installation of all underground work.
- B. Provide all shoring and bracing per OSHA to prevent cave-ins during the construction period.

1.06 SHOP DRAWINGS

- A. Shop drawings shall be submitted for, but not limited to, the following items:
 - 1. All Scheduled Equipment

2. Ductwork & Accessories
 3. Hangers
 4. Piping & Accessories
 5. Supports
 6. Vibration Isolation
 7. Fixtures
 8. Roof Portals
 9. Control Systems
 10. Duct Systems
 11. Equipment Curbs
 12. Insulation
 13. Filters
 14. Access Panels
 15. Louvers
 16. Refrigerant Pipe Diagrams/Sizing
- B. Provide with the submittal package the proposed Test & Balance company's credentials as described in Section 23 0595. Include a letter from the Test & Balance company indicating that they have read Section 23 0595 and will perform testing and balancing of the mechanical systems as described in that Section.
- C. Provide a complete list of all accessories and options (indicate factory or field-installed) for all scheduled mechanical equipment, including air distribution devices. Provide manufacturer-generated summary sheet for air distribution devices, delineating sizes, colors, and accessories for all devices on project. Provide manufacturer-generated specifications and ratings sheets for each individual piece of air conditioning and heating equipment. Generic photocopies from manufacturers catalog shall not be accepted.
- D. In addition to cut sheets; provide a summary sheet indicating exactly what pipe material, joining methods, valves, etc. provided in the various piping systems described in Section 22 1000.
- E. Contractor shall produce 1/4" scale CAD-generated ductwork and piping Shop Drawings for every area of the building. Contractor shall coordinate all new mechanical systems with other Divisions, specifically including piping, lights, the building structure, and ceiling heights. It shall be the Contractor's responsibility to ensure that the mechanical systems are coordinated with all other trades. Shop drawings submitted shall reflect this coordination in its entirety, including location of piping 2" and larger, all ductwork (except runouts to diffusers), and all equipment by dimensions to column lines. Bottom of duct, and bottom of pipe dimensions shall be taken from finished floor, and shall be recorded on the Shop Drawings for review. Any interferences or conflicts not resolved during normal shop drawing coordination between trades shall be specifically noted to the Architect for instructions. Conflicts arising out of work installed (or ductwork already fabricated) without Shop Drawings or Shop Drawings not completely coordinated, shall be the Contractor's responsibility and at Contractor's expense for any necessary changes.
- F. Contract Drawings are diagrammatic and indicate generally the size and location of ductwork and equipment. While duct sizes shall not be decreased, it is recognized that job site conditions may require re-routing or re-sizing of ductwork, and the Contractor shall be responsible for this coordination. Ductwork that has to be re-sized and/or re-routed as a result of this coordination effort shall be the Contractor's responsibility and at Contractor's expense. Ductwork re-sized shall be equivalent, per Duct-u-lator, to that shown on Drawings.
- G. Steel fabrication Shop Drawing under Division 05 shall be coordinated with all Division 23 rooftop equipment and roof openings. The resulting coordination shall be confirmed and verification shall be submitted with associated equipment and roof curbs.

1.07 MOTORS, WIRING, AND ELECTRICAL EQUIPMENT

- A. All motors required for this work shall be built in accordance with the latest standards of National Electrical Manufacturer's Association, and shall be especially designed for quiet

operation. All motors shall be selected for operation within their nameplate amperage. Adjustable bases shall be provided with motors and equipment which have belt drives. Per 2007 Energy Independence & Securities ACT (EISA), 2010 DOE Small Motor Rule (10 CFR Part 31 Energy Conservation Program: Energy Standard for small Electric Motors), and ASHRAE/IES Standard 90.1; all motors over 1 HP shall be NEMA "Premium" efficiency. All motors over 1 HP shall be compatible for use with variable speed drives (VFDs).

1. All motors controlled by variable speed drives (VFDs) (Pumps, Cooling Tower Fans, AHUs, etc.) shall be inverter-duty-rated, and shall be provided with a bearing protection shaft grounding ring. Ring shall be maintenance-free, circumferential, conductive micro-fiber shaft grounding ring, and shall be installed on the AC motor to discharge shaft currents to ground. Basis of Design is Aegis NEMA SGR, or approved product.
- B. All electrical materials shall comply with requirements of the National Electric Code. All contactors, starters, relays, and panels used in this work, which are included in Underwriters Label Service, shall be new and bear the National Board of Fire Underwriters inspection label. Material not included in Underwriters Label Service shall be new and conform to NEMA or other applicable industry standard.
- C. Division 26, ELECTRICAL, provides for the furnishing of conduit and wire from electrical source to electrical use, called "path of power", and for the installation of certain line voltage devices specified in Division 22 and 23 which lie in the "path of power", including:
 1. Manual switches.
 2. Line voltage thermostats.
 3. Solid-state speed controllers.
 4. Starters.
- D. The "path of power" terminates at contactors or control panels of the following listed items of equipment. These control panels contain starters/contactors for the motors or heaters installed on or within the unit and are specified in Division 22 and 23. Any wiring past the point of termination described above is Division 22 and 23 work.
 1. Packaged Pad-Mount Units.
 2. Condensing and/or Heat Pump Units.
 3. Air Handling Units.
- E. Division 26, ELECTRICAL, provides for electrical power to any given item of equipment at the voltage and phase required by the primary use only. If the item of equipment contains devices such as fans, thermostats, motorized dampers, or other controls which require other than primary voltage for their proper function, then transformers shall be furnished under Division 22 and 23 for that purpose.
- F. Voltage and phase for Division 22 and 23 equipment shall be as specified by Division 26. Division 22 and 23 Contractor shall submit a list of all mechanical equipment requiring electrical connections to the electrical Contractor, prior to release of any equipment, for coordination with the Division 26 Contractor. A copy of this list that has been reviewed and approved by the General Contractor shall be submitted to the Architect with the submittal for mechanical equipment. Failure to include this list may result in the rejection of the entire mechanical equipment submittal.
- G. The control power source (point of connection for control power) for major equipment except those single phase fans which are thermostatically-controlled and those items listed in C above, are provided at the combination starters.
- H. The automatic control signal for STOP-START of major equipment is furnished and installed to and from combination starters as part of Division 23.
- I. All other conduit and wire, not in "path of power" described above, is included in Division 22 and 23.

- J. If any Divisions Contractor makes a change by submittal, by delivery, by wiring rearrangement or power requirements, which results in increased costs, the Contractor initiating the change shall bear all cost increases.
- K. All motors 1 HP and larger shall be NEMA "Premium" high efficiency motors with nominal and minimum full load efficiencies equal to or greater than those specified by the State Energy Code. All motors shall be compatible for use with variable frequency drives (VFDs) per NEMA. Specifications shall be submitted for each motor furnished.
- L. Starters or contactors shall be furnished in Division 23 for each motor.
 - 1. Magnetic starters shall be NEMA standard sizes adequate for the load served, Size 00, 1,2,3,4. Half sizes and/or quarter sizes are not acceptable.
 - 2. Overload relays shall protect all three phases with an adjustable current setting and trip class to allow field adjustment for specific motor FLA. Interchangeable heater elements are not acceptable. Overload relay shall provide phase failure, phase loss, locked rotor and stall protection.
 - 3. Units shall have NEMA-1 enclosures for dry, indoor mounting and NEMA 3R for weather exposed mounting areas.
 - 4. Installed accessories shall include Hand-Off-Auto operation switch with 22mm style operator interfaces (unless otherwise noted). Include LED pilot light indicators for Hand, Off, Auto, Run, and Overload conditions. All pilot devices shall be water-tight and dust-tight.
 - 5. The starter shall provide a provision for Fireman's Override operation. When activated, the starter run the motor in any mode (Hand, Off or Auto) regardless of other inputs or lack of inputs either manual or auto.
 - 6. Provide a manual reset pushbutton on the starter cover to restore normal operation after a trip or fault condition.
 - 7. Starters shall consist of a horsepower rated magnetic contactor with a minimum of 2 NO and 2 NC auxiliary contacts
 - 8. Starter must measure and display output current on the front cover. If necessary, install digital or analog ammeter.
 - 9. The starter shall provide the capability to monitor and calculate power consumption (kWh) of the motor load. Each starter shall display the calculated kW and kWh. Additionally, provide either a pulse output (kWh) or 4-20mA analog signal (kW) to the automation system to monitor the power consumption.
 - 10. Single Phase Motor Starter Control: The single phase motor starter shall consist of a manually operated quick-make toggle mechanism lockable in the "Off" position which shall also function as the motor disconnect. Starter shall provide adjustable thermal overload protection, run status pilot light and fault pilot light. The starter must include the capability to operate in both manual and automatic control modes. Cerus Industrial, model BAS-1P or approved equivalent.
 - 11. All motor starters shall include a 5-year factory warranty as standard.
 - 12. All motor starters shall be of the same manufacturer and shall be Cerus Industrial, or equivalent by General Electric, Square-D, Westinghouse, Allen-Bradley, Furnas, Mitsubishi, Siemens, or Cutler-Hammer subject to full compliance with all criteria.
- M. Where power wiring to Division 23 equipment is not within the equipment curb, roof curb and boots shall be provided under Division 26. The portal location shall be coordinated with Division 23 equipment power inlet requirements, and located not to block access for equipment servicing.

1.08 ACCESS PANELS

- A. Shall be provided to permit operation of concealed valves, dampers, or equipment. The following table lists types of Bilco access frames and doors. Panels of equivalent construction by Titus, Milcor, Hohmann and Barnard, or Zurn are acceptable.
- B. Wall:

1. Sheetrock Style G
 2. Plaster Style A
 3. Masonry Style C
- C. Ceiling:
1. Sheetrock Style G
 2. Plaster Style A
 3. Concealed spline Style D
 4. Lay-in tile None
- D. Fire Rated Wall or Ceiling Style F (U.L. Listed)
- E. Sizes shall be: Small valves - 12" x 12". Multiple valves, dampers, duct smoke detectors - 24" x 24".
- F. Access panels shall be insulated for sound barrier equivalent to wall in which it is installed.
- G. Acoustical Tile: Coordinate with tile installed to provide a removal tile at access point. Install a colored thumb tack to mark the access panel of above ceiling equipment, control instrument, valves, or relay.

1.09 WARRANTY

- A. Contractor shall operate the air conditioning, heating, and ventilating systems; and plumbing systems for a period of one week to the satisfaction of the Architect. Thereafter, the Contractor shall guarantee and be responsible for all materials and workmanship (parts and labor) for a period of one (1) year following the date of acceptance by the Architect.
- B. Contractor shall also provide maintenance for the one (1) year period by providing four (4) periodic inspections at approximately three-month intervals, which shall include the following.
1. Check all bearings, align, and oil, or grease.
 2. Check belt tensions and pulley adjustments and adjust as necessary.
 3. Check filters and advise Owner when change is necessary.
 4. Check refrigerant charges and oil levels and replenish as necessary.
 5. Check and re-calibrate controls as necessary.
- C. Any required maintenance for the above shall be performed and materials needed shall be furnished by the Contractor. Not included in the materials to be furnished by the Contractor are natural gas, electricity, water, and filters. Provide the Owner with four (4) copies of the inspection reports indicating all items checked and adjustment or repairs performed.
- D. Water heaters shall be guaranteed for five years; parts.
- E. All equipment compressors shall be guaranteed for five years; parts.
- F. All aluminized steel gas-fired heat exchangers shall have 10-year warranty; parts. All stainless steel gas-fired heat exchangers shall have 15-year warranty; parts.

1.10 CUTTING AND PATCHING

- A. Contractor shall set sleeves for pipes, ducts, and equipment accurately before the concrete walls and floors are poured.
- B. Should the Contractor neglect to perform this preliminary work and should cutting and patching be required in order to install the piping, ductwork, or equipment; the expense of the cutting and restoring of surfaces to their original condition shall be borne by the Contractor.

1.11 BASIS OF DESIGN

- A. When brand, trade, or manufacturer's names are used for Basis of Design; they are used in the interest of brevity to describe the style, type, size, quality, or arrangement of articles of equipment, and are not intended to limit competition. If articles of equipment by manufacturers other than Basis of Design are submitted for installation, the Architect shall compare them with specified articles of equipment on basis of qualities mentioned. The size, weight, and arrangement of other equipment shall be checked by the Contractor to ascertain it can be

installed, connected, and serviced successfully; and that walking space and service space can be maintained without altering equipment space or enclosures or the work of other trades.

- B. Items that are "standard" with the Basis of Design equipment shall be included as "standard" or provided as a factory or field installed "option" or "accessory" by manufacturers other than the Basis of Design submitted for approval. This includes items that may or may not be listed in the Specifications or on the Drawings as "standard" to be provided.
- C. If any Division's Contractor makes a change by submittal, by delivery, or by wiring rearrangement which results in increased costs; the Contractor initiating the change shall bear all cost increases.

1.12 AS-BUILT DRAWINGS

- A. Per the Georgia State Energy Code, the Contractor shall produce and submit to the Architect, "As-Built" Drawings, four (4) copies, as described below.
- B. As work progresses, neatly and clearly record on four (4) sets of mechanical plans (in red) all changes and deviations from the contract drawings in size, locations, etc., of all piping, ductwork terminal units and other equipment. Record (in red) final location of piping, ductwork, starters, valves, thermostats, etc., by dimensions to adjacent walls and floors. Make sufficient measurement to accurately locate all equipment. Locate underground lines by dimension from building walls.

1.13 OPERATION AND MAINTENANCE MANUALS

- A. Operation and Maintenance manuals (4 sets) shall be provided to the Owner or the Owners designated representative. Manuals shall be in accordance with the Georgia State Energy Code for Buildings.
 - 1. Manuals shall include as a minimum the following:
 - a. Final, corrected submittal data with equipment sizes and selected options for each piece of equipment, including Engineer's submittal review comments.
 - b. Current manufacturer's published operation and maintenance manuals for each piece of equipment.
 - c. Name, address, email, and phone number of at least one LOCAL service agency for each type equipment.
 - d. HVAC controls system maintenance and calibration information including wiring diagrams, schematics, and control drawings.
 - e. Complete narrative of how each system is intended to operate, including suggested setpoints.
 - f. Copy of the final Test & Balance report.
 - g. Copy of the final As-Built Drawings.
 - h. Controls certification letter. See Section 23 0900.
 - i. Copy of Engineer's final punch list items, with each item checked off when completed or an explanation of why the item was not completed.

1.14 OWNER TRAINING

- A. Contractor shall provide, at no additional costs to the Owner, to the Owner's designated personnel a minimum of two (2) hours operation & maintenance training for the each of the following items of mechanical equipment:
 - 1. Fan
 - 2. Pad-Mount Unit
 - 3. Split System
- B. Training shall be conducted by factory-trained, authorized representatives of the equipment manufacturers. Contractor shall schedule and be present for all training. Training shall be coordinated with the Commissioning Authority.

1.15 INTERFACES WITH OTHER WORK

- A. There are many interfaces between the work involved with Division 22 and 23 and the work involved with other Sections and Divisions, particularly with Division 26. Contractor shall be aware of the requirements of these other Sections or Divisions and Contractor's responsibilities at the interfaces.
- B. Mechanical equipment, piping, or ductwork shall not be placed within 42" of switchboards and/or panel boards.
- C. Water piping (domestic, storm, sanitary, etc., except sprinkler piping when required) shall not be located above electrical switchboards and/or panel boards. When sprinklers are required, shields shall be provided over the panels.
- D. Mechanical equipment is shown on the Drawings in general locations. Contractor shall be responsible for field-coordination with other trades and installing equipment so as to maintain published service and operating clearances, and providing the design intent. If in doubt, direct clarifications to the Architect.

1.16 EQUIPMENT IDENTIFICATION

- A. Equipment Identification:
 - 1. All items of equipment shall be identified with engraved tags. Tags shall be 1/8" thick plastic stock with adhesive backing, and shall be permanently secured to the equipment that they identify.
 - 2. All tags shall be of uniform 2" high x 4" wide with 1" high letters and numbers. Tags can be wider if required to accommodate the equipment number. All tags shall be black with white lettering.
 - 3. Equipment Identification numbers shall be the same as those scheduled on the Contract Drawings. Identification shall be located where it can be conveniently read, and shall be located in the same relative position on like equipment.
 - 4. In addition to the above ID tags, all scheduled equipment shall be provided with permanent factory-installed engraved nameplate labels listing complete model and serial numbers, unit voltage, motor sizes, etc.
 - 5. For equipment located in public spaces, identification shall be inside control boxes or covers, and not in public view.
 - 6. Identify all disconnect switches that are not directly attached to the equipment that they serve, with identical ID tags as specified above for the equipment.

1.17 PERMITS AND INSPECTIONS

- A. Contractor shall secure and pay for all permits, fees, inspections, and utility connection costs.

1.18 EQUIPMENT & MATERIAL PROTECTION

- A. All equipment and material shall be kept clean and free of debris as construction progresses. Closures shall be provided over duct, piping, and major equipment openings during storage, erection, and prior to connection. Material finishes shall be protected by covers to prevent impingement of corrosive, abrasive, and disfiguring foreign matter. Accidental finish damage shall be repaired equivalent to original finish.

1.19 TEST, BALANCE, AND REPORT

- A. See Section 23 0595.

1.20 PROHIBITED MATERIALS

- A. All products, materials, or assemblies which contain asbestos or polychlorinated Biphenyl (PCB) in any form or in any concentration whatsoever, are expressly forbidden from being used on this project. Products that off-gas formaldehyde (HCHO) shall be forbidden.

1.21 SITE VISIT AND FAMILIARIZATION

- A. Contractors proposing to undertake work under this Division shall visit the site of the work and fully inform themselves of all conditions that effect the work or cost thereof; examine the

Drawings and Specifications as related to the site conditions; acquaint themselves with the utility companies from whom services will be supplied; and verify locations of utility services and determine requirements for connections.

- B. Consideration shall not be granted for any alleged misunderstanding of the amount of work to be performed. Tender of proposal shall convey full agreement to all items and conditions specified, indicated on the Drawings, and/or required by nature of the site.
- C. Attention is called to the fact this scope of work includes renovation to an existing facility and/or an addition to an existing building. When the work is finished, the mechanical systems shall be complete in every respect, and completely integrated with all affected mechanical and control systems. Some existing systems may have to be relocated and reconnected as required by the new work, such as existing ductwork, sprinkler piping, electrical conduit and wiring, misc supports, etc. The Contractor shall be fully responsible for identifying these areas of conflict during his inspection as noted above, and including any relocation and reconnection of systems in his price.
- D. Existing mechanical systems in the existing facility shall not be interrupted without prior approval of the Owner or Architect.

1.22 DEMOLITION

- A. Renovation work is indicated where required and includes demolition work scope as well as new construction required.
- B. The demolition scope shall include the timely and scheduled removal of items associated with the system for the existing building, as indicated specifically on the drawings. If there is any doubt about what is or is not to be removed, Contractor shall ask the Architect in writing prior to commencing with any work.
- C. Contractor shall first make any demolished equipment available to the Owner before removing from job site.

END OF SECTION

SECTION 23 0520
SUPPORTS AND FOUNDATIONS

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Section 23 0010 is applicable.

1.02 REFERENCE STANDARDS

- A. MSS Standard Practice, SP-58, 2018 Edition, "Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation" by Manufacturer's Standardization Society - called "MSS SP-58," herein, or local code requirements.
- B. HVAC Duct Construction Standards, SMACNA, 2005.

1.03 PURPOSE

- A. The purpose of supports and foundations in this Section is to position permanently the pipe, ducts, and equipment.

PART 2 - PRODUCTS

2.01 PIPE HANGER AND SUPPORT COMPONENTS

- A. Hangers, supports, and pipe saddles shall be in accordance with MSS SP-58.
- B. Hanger Spacing and Rod Sizes shall be in accordance with MSS SP-58. Exception: Hanger spacing for PVC and CPVC pipe shall be 4'-0" maximum. CPVC piping 1" and smaller hanger spacing shall be 3'-0" maximum. All PB pipe or tubing, all PEX tubing, and Polypropylene pipe or tubing 1" or smaller hanger spacing shall be 32" maximum. Polypropylene pipe or tubing 1 1/4" or larger hanger spacing shall be 4'-0" maximum.
- C. Hanger Material shall be steel or cast iron as listed above except hangers in contact with copper pipe shall be copper, or have copper inserts, or be plastic coated steel to prevent pipe from touching hanger.
- D. Trapeze Assemblies, or Unistrut type systems may be employed to support multiple parallel pipes.
- E. Powder Drive Bolts or studs may be employed in concrete. The Architect must be consulted before using powder drive units in concrete.
- F. Expansion Type Bolt anchors employing pre-drilled holes or self-drilled types may be employed in concrete. The Architect must be consulted before using anchors in concrete.
- G. Pipe shields shall be provided to protect insulation on cold pipes at hangers in accordance with MSS SP-58. Non-metallic pipe shields/saddles manufactured by Armaflex/Insuguard shall be acceptable.
- H. Exterior refrigerant piping vertical and horizontal supports shall be 13/16" metal channel with Perm-Green coating or weatherproof protective finish and individual piping clamps, 5'-0" on center, minimum spacing, or as specifically required by local codes and standards. Insulation shall be continuous through piping clamps. Pipe clamps shall be "Cush-A-Therm" type clamps with a short built-in closed-cell insulation section permanently attached to the electrogalvanized piping channel clamp. Insulation piece shall feature rigid foam construction with an insulating tape inner lining and exterior rubber coating. Provide all hardware as required for a complete installation, size as called for in Section 23 0700.
- I. All new gas pipe and condensate drains on the roof shall be supported by adjustable roller-bearing type support, Mifab CR-Roller Series equal by Dymotek, Miro, or MAPA Products. Spacing shall be as required for hangers as required in MSS SP-58. Beneath each support point provide a minimum 12" x 12" section of roof membrane material. Installing piping on wood blocking is not acceptable.
- J. Basis of Design: Holdrite, Empire, or approved equivalent.

2.02 DUCT HANGERS AND OPENINGS

- A. Shall be in accordance with HVAC Duct Construction Standards, SMACNA, 2005.
- B. Duct and fire damper openings shall be coordinated with Division 03 and 09.

2.03 EQUIPMENT BASES AND SUPPORTS

- A. Concrete equipment pads, bases, and rails shall be furnished under another division of the specifications. Design of pads, bases, and rails shall be Division 23 responsibility with configuration suitable for equipment furnished under this Division. Construction information shall be transmitted to the Concrete Contractor in the form of approved shop drawings. Concrete shall be bonded to floors after hammer roughing floor surface.
- B. Floor mounted split system indoor air handlers shall be supported on welded angle iron frames designed to support the weight of the unit and provide the height required to route the supply and return ductwork. Field verify. Return air ductwork shall be connected to the bottom unit connection only, unless shown otherwise on the plans. Optional frame provided by the air handler manufacturer will also be acceptable. Do not mount unit on sheet metal ductwork plenum. Provide 5/16" thick neoprene waffle pad between unit and frame. Mason Type W or approved product.
- C. All ground-mounted equipment shall be mounted on 6" reinforced concrete pads provided under Division 02. Coordinate sizes of equipment provided to insure a pad size 6" larger on all four sizes as well as locate minimum manufacturers clearance from building unless noted otherwise. One (1) pad may be provided for units installed next to each other, as long as the pad is sized for the clearances required between the units. Pads shall be level and top of pad shall be 3" above all adjacent finished grades.
- D. Provide duct supports in accordance with SMACNA Hangers Chapter 5. Provide supports for ducts in accordance with SMACNA Figure 4-6 and 4-7 riser. Provide roof curbs for duct supports and duct supports on roof in accordance with SMACNA Section 5.

2.04 VIBRATION ISOLATION

- A. All vibration control devices shall be furnished by a single manufacturer who shall verify size and deflection to insure proper performance. Selection and location of vibration isolation equipment shall provide uniform loading and deflection according to weight distribution of equipment.
- B. Vibration control devices shall be selected in accordance with the Vibration Isolator Selection Guide, Chapter 49, 2019 ASHRAE HVAC Applications Handbook.
- C. Supports shall be selected to provide a 50% overload capacity before reaching a solid state and be fully adjustable.
- D. Shop drawings shall be submitted for all equipment supports and shall include complete isolator data and manufacturer's operating weight, load distribution, and deflection at each loading point for each piece of isolated equipment.
- E. Per Mechanical Code; where vibration isolation of equipment and appliances is employed, an approved means of supplemental restraint shall be used to accomplish the support and restraint.
- F. Equipment by Mason Industries, Inc. is listed as the Basis of Design. Equipment by Amber/Booth, Kinetics, Vibro Acoustics, Vibrations Eliminator Co., and Vibration Mountings and Controls, Inc. shall be acceptable contingent upon full compliance with all criteria.

2.05 MISCELLANEOUS STEEL

- A. Miscellaneous steel and rods required for suspension of equipment, pipe, and ductwork shall be furnished and installed under Division 23.

2.06 SLEEVES

- A. Make sleeves through outside walls watertight. Pack with fiberglass and caulk, 1" deep at each face, with non-hardening sealant between pipe and sleeve.

2.07 SEISMIC RESTRAINTS

- A. The Division 22 and 23 contractor shall be responsible for the design and installation of seismic restraints for the anchorage of all mechanical equipment and piping systems to the main structural system for the appropriate Seismic Design Category.
- B. Installation for ductwork and piping shall comply with SMACNA Seismic Restraints Manual Guidelines for Mechanical Systems, Third Edition, 2008.
- C. Contractor shall submit certification that seismic restraints have been provided as specified.

PART 3 - EXECUTION

3.01 ADJUSTMENT

- A. All pipe hangers shall be capable of adjustment in height and this feature shall be used in final adjustment to take the weight of pipes uniformly on successive hangers and to obtain grade required.
- B. Isolators shall be properly adjusted with springs perpendicular to bases or housing, adjustment bolts tightened on equipment mountings, and hangers not cocked.

3.02 LOAD SCHEDULES

- A. Contractor shall submit load schedules for approval for all hangers and supports for large piping and heavy equipment.

3.03 NOTICE

- A. Do not fasten a hanger or support to bridging or metal deck.
- B. All mechanical equipment shall be installed perfectly level.

END OF SECTION

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SECTION 23 0595
TESTING AND BALANCING

PART 1 - GENERAL

1.01 SCOPE

- A. Testing and balancing of mechanical systems shall be performed as described herein.
- B. A duct traverse and report shall be provided for each air moving system on this project.
- C. Testing and Balancing Agency shall be kept informed of any major changes made to the system during construction, and shall be provided with a complete set of Contract Documents, "As-Built" Drawings, approved submittal data, applicable Specification Sections, Addenda, and Change Orders.

1.02 TEST, BALANCE, AND REPORT

- A. Contractor shall obtain the services of an independent Test, Adjustment, and Balance (TAB) Agency to test, adjust, and balance all systems:
 - 1. Each supply, return, exhaust, relief, and outdoor air distribution system, including operation and adjustment of all manual and automatic air volume control dampers, particularly outdoor air dampers.
 - 2. Overall building air balance.
- B. All corrections required by the report shall be executed by the contractor to the satisfaction of the Owner, Architect, Consulting Engineer, and the Testing and Balancing Agency. All costs of initial testing & balancing as well as any necessary re-testing shall be borne by the contractor.
- C. Testing and balancing of air distribution systems shall be performed, at minimum, in accordance with AABC National Standards, 7th Edition, 2016. Test and balance shall include all equipment and distribution systems and shall be reported, as a minimum, on forms as published by the AABC, NEBB equivalent, or other approved equivalent. Report shall include numbered diagrams of each system showing all devices in the system.
- D. Two or three separate Test and Balance procedures shall be performed and reported on the system: an Initial TAB after systems have been started up and are complete, a Summer TAB when the outside air temperature is above 88 deg. F db/ 70 deg. F wb, and a Winter TAB when the outside temperature is below 50 deg. F db. If outside ambient conditions during the Initial TAB meet the requirements for Summer or Winter TAB, this will also be considered the Summer/Winter TAB. Record outside dry bulb and wet bulb at each TAB. Each TAB shall be scheduled with the Owner, performed and reported to the Architect, and shall be done to the satisfaction of the Owner and Architect.
- E. Reports shall include manufacturer's performance curves, tables, and graphs with specified and measured duty points marked up on these documents.
- F. TAB Agency shall, unless approved by the Owner, be an AABC or NEBB member and the TAB work shall be done by an AABC or NEBB certified Test and Balance Technician.
- G. TAB Agency shall check all the systems operating together to ensure that the air conditioning spaces are under an overall positive pressure.
- H. Contractor and TAB Agency shall review the proposed system installations and determine all measuring and balancing devices required for proper test and balance of the systems. These shall include, but shall not be limited to, manual air volume balancing dampers, etc. The contractor shall be responsible for providing these in the locations recommended by the TAB Agency, in addition to any shown on the drawings. These devices shall be provided under the contract.
- I. New ductwork connected to an existing duct system: existing ductwork shall be considering a part of the air moving system, and shall therefore be sealed, insulated and tested in accordance with this specification, and shall meet duct leakage criteria herein. Typical supply, return,

exhaust and outside air systems. Final TAB report shall demonstrate that the entire air moving system performs as designed and specified.

- J. TAB Agency shall check refrigerant superheat settings.
- K. TAB Agency shall test drain pans for proper drainage under operating conditions.
- L. Instruments used for testing and balancing shall have been calibrated within a period of six months of the time of the testing and balancing and such instruments shall be checked for accuracy prior to start of work. Submit verification for Certification to the Architect and the Owner.
- M. Four copies of the complete test report shall be submitted to the Architect and Owner prior to final inspection of the project.
- N. TAB Report shall include a list of all deficiencies found during the preliminary testing and a Contractor Response indicating remedial action taken for each item. TAB work shall not be deemed complete without this report.
- O. Air Systems (Initial):
 - 1. Examine the air handling systems to see they are free from obstructions. Determine all dampers and registers are open, or in normal positions; moving equipment is lubricated; filters are installed and clean; and perform other inspection and maintenance activities to insure the operation of the systems is as specified.
 - 2. Demonstrate the air handling systems perform as specified. Record entering and leaving temperatures of medium in cooling and/or heating modes. Adjust variable type pulleys, or motor speeds, and/or volume and control dampers for all scheduled air moving equipment.
 - 3. Adjust dampers at take-off fittings to distribute or exhaust design air quantity to within plus or minus 10% of design airflow rates. Do not balance with the damper at diffuser or register neck where take-off dampers are installed; leave fully-open for Owner seasonal adjustment only. Each grille, register, and diffuser shall deliver or remove the designed CFM in the proper pattern.
 - 4. Reports shall include but not be limited to:
 - a. Recorded and design airflow CFM at each piece of scheduled mechanical equipment: supply air CFM, return air CFM, outside air minimum CFM as scheduled, relief air CFM, exhaust air CFM. Mechanical equipment airflow shall be measured and recorded at the inlet/outlet duct directly upstream/downstream (at non-turbulent location) of the fan utilizing a duct traverse, not by just summing all air distribution devices. Provide a duct traverse report for each system in the final TAB report. Test and record outside airflow through all packaged rooftop equipment intake hoods. Provide engraved tag on intake hood as specified in Section 23 3000.
 - b. Recorded and design air flow CFM at each diffuser, register, and grille shown on the Drawings.
 - c. Each piece of scheduled equipment: check-off list for satisfactory status of filters; equipment inlet/outlet thermal conditions (dry & wet bulb temps) in full heating and full cooling mode; OA damper closing in night setback/setup, unoccupied, and morning warmup/cooldown modes of operation; proper heating/cooling function; recycle timer; proper relief air function; and proper economizer operation if specified.
 - d. Record temperature and humidity in one representative space (thermostat location preferred) for each system at the time of the test & balance. Indicate the space where the reading is taken, and setpoint for thermostat, if present.
- P. Air Systems (Summer/Winter):
 - 1. Demonstrate the air handling systems perform as specified. Record entering and leaving temperatures of medium in cooling and/or heating modes (as seasonally appropriate).
 - 2. Spot check airflow rates for one grille, register, or diffuser associated with each air handling system to verify that it remains within plus or minus 10% of design airflow rates. If any discrepancies are noted, notify the Architect and indicate in TAB report.
 - 3. Reports shall include but not be limited to:

- a. Record entering and leaving air temperatures in cooling or heating modes (as appropriate for the season) for each piece of scheduled equipment .
- b. Recorded dry bulb and wet bulb temperatures at supply and exhaust discharge and return and outside air intake of each 100% OA unit.
- c. Record outside air temperature and humidity at the time the readings are taken.
- d. Record temperature and humidity in a representative space (thermostat location preferred) for each system at the time of the test & balance. Indicate the space where the reading is taken, and setpoint for thermostat, if present.

END OF SECTION

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SECTION 23 0700
INSULATION

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Section 23 0010 is applicable.

1.02 HOT SURFACE INSULATION SYSTEM

- A. Installed to prevent unwanted heat transfer. Installed on hot pipes and equipment.
- B. Insulation need not be installed within wall or floor sleeves.
- C. Pipe hangers may touch pipe if insulation encloses hanger.

1.03 COLD SURFACE INSULATION SYSTEM

- A. Installed to prevent unwanted heat transfer, minimize sweating of pipes, ducts, and equipment, and provide a continuous high-quality vapor retarder on the outer surface of the insulation.
- B. Insulation shall be continuous through wall and floor sleeves.
- C. Pipe hangers shall be outside pipe insulation system.
- D. Staples, screws, rivets, or any other securement device that punctures the vapor retarder shall not be used.

1.04 DUCT INSULATION

- A. Installed to prevent unwanted heat transfer to or from ducts and to prevent sweating of ducts and equipment.
- B. Insulation shall be continuous through wall sleeves, except at fire dampers. Insulate fire damper flanges on supply air ductwork.
- C. Staples, screws, rivets, or any other securement device that punctures the vapor retarder shall not be used.

1.05 PIPES THAT SHALL BE INSULATED

- A. Condensate Drains: Where routed below roof lines.
- B. Refrigerant vapor lines - all; and refrigerant liquid lines where installed in attic space and outdoors.

1.06 DUCTS THAT SHALL BE INSULATED

- A. All ductwork shall be insulated, unless specifically noted otherwise in this Specification.
- B. Duct Liner: Where designated on plans exterior insulation may be omitted, except where ductwork is run outside of the insulation envelope. Duct liner is specified in Section 23 3000.

PART 2 - PRODUCTS

2.01 ABBREVIATIONS FOR MANUFACTURER'S NAMES

- A. O-CF - Owens-Corning Fiberglass Company
- B. JM - Johns Manville
- C. F - Foster Products Corporation
- D. 3M - Minnesota Mining and Manufacturing Company
- E. PC - Pittsburgh Corning
- F. DM - Delta Maid
- G. CT - CertainTeed
- H. K - Knauf
- I. AER - Aeroflex USA, Inc.
- J. C - Childers

- K. ARM - Armacell
- L. K-F - K-Flex
- M. ITW - ITW Insulation Systems

2.02 PIPE INSULATION

- A. Interior condensate drains: Moulded glass fiber 4 to 8 pound density in 36" long sections split lengthwise, 1" thick. Compliant with ASTM C547, Type I, Grade A. O-CF, K, JM.
 - 1. As an alternative, interior condensate drains may be insulated with flexible, closed-cell, elastomeric insulation, compliant with ASTM C547, Type I, Grade A. Basis of design Armacell Armaflex AP, or approved equivalent product by Aeroflex, K-Flex, Aerocell, or Proflex.
 - a. Condensate drains - Up to 1 1/4" = 1/2" thick
 - b. Condensate drains - 1 1/2" and above = 1" thick
 - 2. **(OR)**As an alternative, interior condensate drains may be insulated with flexible, closed-cell, elastomeric insulation with integral reinforced double seal/lap, compliant with ASTM C547, Type I, Grade A. Basis of design Armacell Armaflex LapSeal, or approved equivalent product by Aeroflex, K-Flex, Aerocell, or Proflex.
 - a. Condensate drains - Up to 1 1/4" = 1/2" thick
 - b. Condensate drains - 1 1/2" and above = 1" thick
- B. Refrigerant piping: Flexible elastomeric thermal insulation 1/2" thick for pipes 1 1/4" or less and 1" thick for pipes 1 1/2" and above. Where piping is outdoors, increase thickness by 1/2". Basis of design Armacell Armaflex AP, or approved equivalent product by Aeroflex, K-Flex, Nomanco, or Proflex.

2.03 INSULATION JACKETS ON PIPING

- A. Protective outer jackets shall be provided for all outdoor applications, where needed for increased resistance to physical abuse, and where needed for aesthetic purposes.
- B. Refrigerant piping insulation located outdoors shall have two coats of weather-resistant protective finish. Basis of design Armacell Armaflex WB Finish, or approved equivalent product. Note to Owner weatherproofing coating needs to be re-applied every two years to protect insulation.

2.04 INSULATION FOR FITTINGS, VALVES, PRVS, STRAINERS, STEAM TRAPS, UNIONS, AND FLANGES

- A. Refrigerant (and elastomeric condensate piping insulation): Shall be of same material and thickness as 2.02 above with 2-piece preformed fitting covers where available, installed per manufacturer's recommendations. Where 2-piece preformed fitting covers are not available, miter-cut insulation sections are acceptable. Lengthwise split insulation over fittings is not acceptable. Sections of insulation and joints at support struts or clamps shall be joined with insulation couplings by Klo-Shure, or approved equivalent product.

2.05 DUCT AND PLENUM INSULATION

- A. Insulation:
 - 1. Flexible glass fiber with factory applied foil-skrim-kraft jacket and laps. Insulation on all ductwork shall conform to the following minimum specifications.
 - 2. Glass fiber for ductwork installed in a return air plenum or in an unconditioned space (still inside building insulation envelope): 6.0 minimum R-value, 0.75 lb/ft³ minimum density, 2" minimum thickness.
 - 3. Glass fiber for ductwork installed outside of the building insulation envelope: 8.5 minimum R-value, 0.75 lb/ft³ minimum density, 3" minimum thickness.
 - 4. Ductwork exposed to the weather will be internally lined, see Section 23 3000 for duct liner specifications and exterior duct construction requirements.
 - 5. All insulation (U.N.O.): O-CF, JM, CT, K.
- B. Mechanical fasteners: Weld pins and retainers or pin applied with adhesive.

- C. Tapes : 4" wide foil-skrim-kraft with vapor barrier adhesive.

2.06 ADHESIVES - GENERAL

- A. Adhesives are packaged in cans and require stirring during application to result in firm bond. Adhesives applied to surfaces and to insulation require a time period to achieve a proper dry surface before final positioning in order to obtain a firm bond. Insulation which is not firmly bonded to surfaces, edges or joints shall be removed and replaced.
- B. All adhesives shall be flame retardant U.L. approved.
- C. Adhesive for flexible elastomeric insulation shall be an air drying contact adhesive applied per manufactures recommendations. Adhesive: Armacell Armaflex 520, or approved equivalent product.
- D. All adhesives used shall be recommended by the insulation materials supplier and by the adhesive manufacturer for the intended application.

2.07 FLAME RETARDANT MATERIALS

- A. All material shall be fire-retardant with an ASTM E84 flame spread rating not to exceed 25 without evidence of progressive combustion and a smoke developed rating not to exceed 50.

PART 3 - EXECUTION

3.01 GENERAL

- A. All work shall be installed in strict accordance with applicable building codes, ordinances, and manufacturer's written instructions, except as noted below.
- B. Insulation materials shall not be applied until the following have been completed:
 - 1. Rust, scale, dirt, and moisture removed from surfaces.
 - 2. Required tests such as pressure and leak-testing.
 - 3. Heat tracing.
- C. Insulation shall be kept clean and dry. If insulation becomes wet, the insulation shall be removed from the jobsite and replaced with new.
- D. Protect installed products until completion of project.
- E. Seal all vapor retarder joints, breaks, and punctures with vapor retarder tape or vapor retarder coating.

3.02 CLEARANCES

- A. Plan piping and ductwork layouts so that pipes and ducts are far enough apart and from adjacent surfaces to permit installation of insulation and air movement over surfaces.

3.03 ELASTOMERIC RUBBER INSULATION - PIPING

- A. Elastomeric rubber insulation shall be installed in accordance with the manufacturer's recommendations. Protect condensate piping insulation routed on floors and across walkways with metal shroud across the exposed insulation. Permanently attach shroud to the floor. Elastomeric rubber piping insulation exposed to outdoor conditions shall have multiple recommended applications of vinyl lacquer-type coating, minimum 2 coats, allowing for drying between coats as recommended by the manufacturer. Coating shall be complete over all insulation surfaces. Armacell Armaflex WB Finish, or approved equivalent product by F 30-64, IMCOA or Dow Corning. Note to Owner, this weatherproofing coating should be reapplied every two years to protect insulation from UV damage.

3.04 DUCTS AND PLENUMS

- A. Clean and dry surfaces before installation of insulation.
- B. Butt joints of insulation together to obtain full coverage. Do not compress the insulation.
- C. Tape all joints.
- D. Mechanical Fasteners: Weld pins shall be used to secure insulation to bottom of ducts 20" wide or wider. Install 18" on centers both directions.

- E. Place holding washers over weld pins firmly, do not compress insulation - clip off excess length of pin - cover with 4" length of tape.
- F. Where 2" flaps are provided, use adhesive to obtain full 2" coverage in lieu of 4" tape.
- G. Repair breaks, punched-out areas, and perforations to full thickness flush with adjoining surface with new sections if large, with tape on small areas so that 2" of tape or replacement foil-skrim-kraft project away from the imperfection.
- H. Insulation on round ducts may be wired in place with soft monel wire, 12" O.C., joints taped and vapor sealed.
- I. Cover duct flexible connections on air conditioning units with specified duct insulation. Lap connection 6" and secure 2" edge flap with adhesive.
- J. Fire barrier duct wrap shall be installed in strict accordance with all manufacturer's requirements.

END OF SECTION

SECTION 23 0900
HVAC AUTOMATIC CONTROLS

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Sections 23 0010 Mechanical General, 23 3000 Ductwork and 23 8000 HVAC Major Equipment shall apply.

1.02 CONTROLS

- A. Controls shall be electronic/electric. Controls products shall be by Carrier, Trane, Siemens, Airlink, Johnson, Honeywell, Robertshaw, Intermatic Grasslin, or Landis.
- B. Installation: The complete control system shall be installed by trained mechanics in the employ of the contractor, and have a minimum of one year actual experience in the installation of these controls. A letter certifying this training and experience shall be a part of the control submittal.

1.03 ELECTRICAL WORK

- A. The definition of "Path of Power"; the work included in Division 26; the work included in Division 23; and control wiring is described in Section 23.
- B. The electrical work installed under this section shall comply with the requirements of Division 26.
- C. All exposed wiring, low and line-voltage subject to mechanical damage, shall be run in conduit. Line and low-voltage wiring shall be run in separate conduits. Concealed but accessible wiring, except in Mechanical Rooms and areas where other conduit and piping are exposed, shall be U.L. plenum-rated cable as approved by local codes unless expressly restricted by requirements in the Division 26 Specification. All control wiring not in conduit shall be supported from the building structure by products designed to support cables per NEC 800.24.

1.04 SERVICE AND WARRANTY

- A. After completion of the installation, contractor shall adjust all thermostats and other equipment provided under this contract. All control systems shall be tested and adjusted through all phases of operation and demonstrated to the Owner and Architect or representative to perform the functions as described for the control system. Contractor shall instruct the operating personnel in the operation of the entire control system.
- B. Contractor shall provide certification all controls have been installed, calibrated, and adjusted in accordance with the Specifications and manufacturer's requirements.
- C. The control system as shown on the Drawings and specified herein shall be guaranteed free from defects in workmanship and materials under normal use and service as herein specified. Any equipment herein described proven to be defective in workmanship or material during the guarantee period shall be adjusted repaired or replaced at no charge to the Owner.

1.05 SUBMITTALS

- A. Contractor shall submit complete control shop drawings, Sequence of Control, and component specification data for Architect's approval prior to installation or fabrication of any equipment.
- B. Control diagrams shall show all external wiring between fans, panels, starters, controls, relays, and other wiring performed under this Section of the Specifications.
- C. Deviations in details from the specified Sequence of Control shall be clearly noted on the Sequence of Control of the submittal.
- D. Two sets of approved full-size, fade resistant, as-built schematic control diagrams shall be provided to the Owner.

1.06 IDENTIFICATION

- A. All control devices shall have identification means attached to or painted on the front of most visible surfaces. Room thermostat having no special purpose other than to control local temperature shall not be identified. Provide identification inside cover.
- B. Small devices - milled laminated plate secured with epoxy cement.
- C. Devices large enough to have painted stenciled wording shall be painted.
- D. Abbreviated words and numerals shall identify the system controlled, the function and the designator which appear on the control system.

1.07 SYSTEM ACCEPTANCE

- A. After completion of the installation all control systems shall be tested and adjusted through all phases of operation. As part of the final site visit, contractor shall demonstrate to the Architect, Engineer, and Owner's representatives the controls for system(s) selected by the Engineer perform the sequences as described herein. Contractor shall provide written certification all controls have been installed, calibrated, and adjusted in accordance with the Specifications and all manufacturer's requirements.
- B. The system acceptance procedure shall include as a minimum the following requirements:
 - 1. Scheduled start/stop of split system air conditioners.
 - 2. Night thermostat/night setback operation.
 - 3. Heating and cooling operation of split system air conditioners.
 - 4. Control of outside air (OA) motorized dampers by programmable thermostat so the OA dampers are only open during programmed "Occupied" times and OA dampers are closed at all other programmed times.

PART 2 - PRODUCTS

2.01 THERMOSTATS

- A. General: All thermostats shall have sensitivity of not greater than 0.5 degrees plus or minus from the setpoint. Thermostats shall be mounted 4'-0" above the floor.
- B. Types:
 - 1. Room thermostats shall be programmable, electronic, commercial thermostat, with remote access through smartphone, tablet, or computer when connected to WiFi. Device shall be in compliance with applicable provisions of ANSI/ASHRAE 90.1. All wiring shall meet NEC and local electrical codes. Basis of design Honeywell WiFi VisionPRO TH8321WF1001, or approved equivalent. Thermostat shall meet the following requirements:
 - a. Control up to 2 heating and 2 cooling stages for gas heat, heat pump, or compressor cooling.
 - b. Provide minimum 2 year clock backup.
 - c. Provide two "Occupied" and two "unoccupied" periods per day.
 - d. Provide automatic heat/cool changeover with 2 degrees F minimum deadband.
 - e. Provide cumulative override capability for a 1 to 4 hour installer-adjustable period.
 - f. Provide a comfort adjust feature to modify setpoints for the override duration.
 - g. Provide Proportional plus Integral (P+I) temperature control.
 - h. Provide display of room temperature in degrees F.
 - i. Provide display of room relative humidity.
 - j. Provide auxiliary output to enable dehumidification via unit controls.
 - k. Provide 24 Vac auxiliary output signaling "Occupied" time programs, which can be used to enable/disable economiser operation or control motorized OA dampers, etc.
 - l. Provide four levels of keypad lockout - none, override and holiday, override only, and complete.
 - m. Provide Holiday Override, 1-365 days.
 - n. Provide separate configurable recovery ramps for heating and cooling.
 - o. Provide separate configurable cycle rates for heating and cooling response.

- p. Provide touch screen user interface.
 - q. Provide outdoor air temperature sensor option.
 - r. Provide "smart" fan operation, where (if "ON" is selected) fan will operate continuously during all "Occupied" time programs, and will cycle on a call for heat or cooling in all "Unoccupied" time programs; OR (if "AUTO" is selected) fan will cycle on a call for heat or cooling during all "Occupied" and "Unoccupied" time programs.
- 2. Thermostats for thermostatically-controlled fans shall be recessed, wall-mounted, line-voltage, cooling-only type, range 55-95 degrees F.
 - 3. Electric thermostats for line voltage control shall be furnished by Division 23 and installed and wired by Division 26. Electric wall thermostats for control circuit duty shall be furnished, installed, and wired under this Division 23.

2.02 CONTROL WIRING

- A. All control wiring installed by the Control Contractor shall comply with the material and installation requirements of Division 26.

2.03 MISCELLANEOUS CONTROLS AND ACCESSORIES

- A. Contractor shall furnish all two-position relays, capacity relays, transformers; plus all controls necessary to meet the Specifications providing a properly operating automatic control system. All relays shall be U.L.-Listed and be of a type to meet current and voltage requirements of the particular application.
- B. All relays, switches, transformers, and other system controls & accessories required for the complete control system shall be of heavy-duty type selected for the specific service, and shall be of the standard products of the control manufacturer.
- C. Line-voltage wiring to transformers and low-voltage wiring from transformers to control devices shall be furnished and installed by Division 23. All line-voltage wiring shall be run in conduit.

2.04 CARBON DIOXIDE SENSOR

- A. Carbon dioxide sensor shall be stand-alone, wall mount type with two jumper-adjustable outputs, one analog and one SPST relay.
- B. Sensor shall be non-dispersive infrared with diffusion sampling, 0 to 2000 ppm range, 1 minute response time, and accuracy of +/- 30 ppm +2% of reading. Analog output signal shall be 0/2 - 10 Vdc and 0/4 - 20 mA.
- C. Sensor shall be protected with clear, high impact, plastic guards, secured with stainless steel Posigrip screws - Kenall TG-2 or TG-37 Thermo-Gard. Furnish Owner five #9500-screwdrivers.
- D. Sensor shall be comparable to Honeywell C7232A, or approved equivalent.

2.05 HUMIDISTAT

- A. Humidity controller (humidistat) shall be wall mount type with fully enclosed, SPST, snap-acting, dust-proof switch, adjustable high and low limit stops, and removable setpoint adjustment knob; Johnson Controls W43A, or approved equal.
- B. All humidity controllers, unless otherwise noted, shall be protected with clear, high impact, plastic guards, secured with stainless steel Posigrip screws - Kenall TG-2 or TG-37 Thermo-Gard. Furnish Owner five #9500-screwdrivers.

PART 3 - SEQUENCES OF OPERATION

3.01 GENERAL

- A. Each piece of equipment energized by its control system shall function under control of its safety and operating controls.
- B. Contractor shall obtain from the Owner weekly "Occupied" and "Unoccupied" times to start and stop the HVAC equipment, including initial heating and cooling setpoints. Contractor shall program each thermostat accordingly.

3.02 CONTROLS SEQUENCE FOR SPLIT-SYSTEM AIR CONDITIONER UNITS AND PACKAGED PAD-MOUNT UNITS

- A. Each system shall be controlled by a programmable thermostat with resident control logic. Control system shall perform the following unit control strategies.
1. Occupied Mode: When system is turned ON by Thermostat during normal time-scheduled Occupied hours or by user-actuated override (as sensed by wall-mounted thermostat); all functions shall be enabled for normal heating and cooling operations. Contractor shall program thermostat to time/temperature schedule provided by Owner.
 2. Normal Operation - When in Occupied Mode: Controls shall open outside air damper to scheduled CFM value position and operate stages of heating & cooling to maintain separate heating & cooling Occupied space temperature setpoints. Supply air fan shall run continuously during all Occupied modes.
 3. Night Set-up/Set-back Temperature Control: During Unoccupied hours, system shall be controlled to maintain separate Unoccupied heating and cooling setpoints. Supply air fan shall ONLY RUN on a call for heating or cooling. Outside air damper shall be closed.
 4. Cool-down/Warm-up Mode: Prior to Occupied time schedules, system shall be turned ON by control system using time scheduling or "smart recovery" technology, and heating and cooling shall be provided as required to satisfy Occupied temperature setpoints. Even when fan is set to ON at Thermostat, supply air fan shall ONLY RUN on a call for heating or cooling. Outside air damper shall be closed.
 5. Duct-mounted smoke detectors shall automatically shut down unit on alarm.
 6. Thermostat auxiliary output shall be wired to control unit OA damper to occupied time schedule.
 7. Each system shall have an ion generator installed, and generator shall be energized only when supply air fan is energized.
 8. For units with hot gas reheat for dehumidification, a space humidity sensor shall enable the dehumidification unit controls on a rise above humidity setpoint (60% RH initial, adjustable).
 9. Pad-mount units shall have 100% OA integrated economizer with comparative (dual) enthalpy-type controls with Fault Detection and Diagnostics (FDD). Whenever OA enthalpy is more than 5 Btuh below RA enthalpy, additional first stage of cooling shall be economizer mode. Note mechanical DX-cooling shall also be possible during economiser mode.
 10. Demand Control Ventilation: PMU-2 shall be provided with a demand control ventilation sequence. A wall mounted carbon dioxide sensor shall provide an analog input to the unit economizer controller. Unit controller shall modulate outside air damper to maintain carbon dioxide levels at 800 ppm (adj.). Outside air flows shall not drop below their scheduled minimum values.

3.03 FANS

- A. Exhaust fans scheduled to controlled with "ROOM LIGHTING" shall be wired through local light switch, shall operate when lights are on, and shall not operate when lights are off. Fans that serve multiple spaces shall run when lights are on in either space.

END OF SECTION

SECTION 23 3000
DUCTWORK

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Section 23 0010 is applicable.

1.02 PRESSURE

- A. Supply, return, outside air, and exhaust ductwork is defined as STD, +/-1" static pressure, Class A seal, SMACNA.
- B. Flexible duct shall be pressure rated at +6" & -5" S.P. for 6" through 16" I.D. round duct.

1.03 GENERAL REQUIREMENTS

- A. Construct ductwork to meet all functional criteria defined in Section 11 of the 2005 SMACNA "HVAC Duct Construction Standards, Metal and Flexible.", Fourth Edition, except as noted.
- B. All ductwork shall comply with any applicable local, state, and federal Code requirements.
- C. All ductwork shall meet or exceed the requirements listed in the 2018 International Mechanical Code, with 2020 Georgia Amendments.

1.04 DUCT LEAKAGE

- A. Leakage criteria
 - 1. Constant volume systems - supply air ductwork:
 - a. Allowable leakage---1% of design CFM.
 - 2. Constant volume systems - return air ductwork:
 - a. Allowable leakage---2% of design CFM.
 - 3. Exhaust systems air ductwork:
 - a. Allowable leakage---1% of design CFM.

PART 2 - PRODUCTS

2.01 METAL DUCTWORK AND CONSTRUCTION

- A. Ductwork shall be galvanized sheet steel, rectangular, flat oval, and round, except as noted below.
- B. Metal thickness, reinforcement and joint construction for duct shall comply with SMACNA, 2005, Chapter 1. All duct shall have sealer applied for seal class as specified herein. Ductwork installed in any fire-rated roof/ceiling assembly shall comply with the requirements for that assembly.
- C. All stiffeners shall be galvanized steel.
- D. All ductwork exposed to the weather shall be constructed of minimum 22 gauge sheet metal which is continuously lined with fiberglass duct liner (as specified in this Section), with all seams and joints constructed with a transverse duct joint gasketed system by Ductmate or approved equivalent. Thoroughly and permanently seal all joints and seams with sealant specified herein, or as specifically recommended by Ductmate. Exterior of ductwork shall be cleaned and capable of accepting weather-proofing cladding as specified below. Slope top of ductwork to shed water.

2.02 FABRIC SUPPLY AIR DUCT SYSTEM

- A. Extent of fabric ductwork is indicated on the Drawings.
- B. Products shall be UL classified in accordance with the 25/50 flame spread/smoke developed requirements of NFPA-90A. All products must be labeled with the logo and classification marking of Underwriter's Laboratories. Products must be classified in accordance with ICC Evaluation Service AC167 and UL2518.
- C. Manufacturer shall have documented design support information including, but not limited to, computer-generated duct sizing, vent and orifice sizing and location, flow control devices,

length, available colors and samples, fabric type, and suspension methods, etc. Submit all to the Architect for review for this project.

- D. Woven fabric duct system shall meet the following minimum fabrication requirements:
1. Fabric construction shall be 100% flame retardant. Weight shall be 6.8 oz/sq. yard minimum, per ASTM D3776. Air permeability shall be 2 cfm/sq. ft. maximum, per ASTM D737, Frazier. Temperature range shall be 0°F to 280°F. Ductwork shall have flame-retardant & antimicrobial treatment/ coating.
 2. Air dispersion shall be accomplished by spaced conical aerodynamic nozzles in combination with porous/permeable fabric. Large holes in the fabric duct in place of nozzles will not be acceptable. Evenly spaced nozzles shall be sized to supply/throw heated air (Delta T = 60 degrees F) all the way to the floor (@50 fpm), at a total RC value of 35 or less. Nozzles shall be located as indicated on the Drawings, and as specifically recommended by the fabric duct manufacturer. Nozzle color shall be the same color as the fabric duct.
 3. Air outlets shall be as described herein, and shall be evenly spaced nozzles for the entire length of each fabric duct run shown on the drawings. Size and location of nozzles shall be as designed and approved by the manufacturer to meet design specifications.
 4. Inlet connection to metal duct shall be by fabric draw band with anchor patches as supplied by the manufacturer. Anchor patches shall be secured to metal duct via zip screw fastener. Lengths shall include required zippers as specified by the manufacturer. End caps shall be zippered.
 5. Each system shall include flow devices as specified by the manufacturer to balance turbulence, airflow, and air distribution. Fabric system shall include connectors to accommodate suspension system listed below.
 6. Any deviation from straight run shall be made using a gored elbow or an efficiency tee. Normal 90 degree elbows are 5 gores and the radius of the elbow is 1.5 times the diameter of the duct.
 7. Fabric duct system shall be designed from 0.25" wg min. to 3.0" wg max., with 0.5" wg as standard.
 8. Fabric duct system shall include all components required for a complete suspension system. Suspension system shall utilize an internal metal framework arrangement to provide aesthetic enhancement and improved performance characteristics. System shall provide cylindrical tensioning to keep the fabric round and taut at ALL times. System shall maintain the same appearance with OR without any air pressure in the duct duct. System shall eliminate disruptive tendencies such as motion and noise upon AHU start-up, especially in hard start applications. System shall utilize metal-to-metal direct hang cable method. System shall eliminate fabric sagging, dropping, wrinkles, inflation popping, and disruptive fabric motion at start-up. Vertical hanging suspension system eliminates need for horizontal suspension and stress on fabric attachment points and seams. Provide all required fittings and hardware for a complete system. Intermediate ring/support point shall be located at 6'-0" max. on center. Suspension stainless steel wire drop hangers with gripple hanger system shall connect to the ring/support (max. 6'-0" on center) at 12 o'clock on the fabric duct system.
- E. Color of fabric ductwork, nozzles, suspension system (except stainless steel support wire/cable), and hardware shall be the same color, selected and approved by Architect. Submit color selection chart with the submittals.
- F. Fabric duct system shall have 20-year (pro-rated 11-20) for systems with less than 1,600 fpm inlet velocity.
- G. Basis of Design is Ductsox Sedona-Xm with SkeleCore FTS; approved equivalent product, contingent upon full compliance with all criteria, by Prihoda-PMI, KE-Fibertec, or FabricAir Combi-80.

2.03 GRILLES, REGISTERS, AND DIFFUSERS

- A. Grilles, registers, and diffusers are scheduled on the drawings. Wall registers and grilles shall be adjusted to level discharge and 60 degree spread, unless shown otherwise on drawings.
- B. All devices shall be factory painted or primed, as specified on the Drawings.
- C. Eggcrate exhaust or transfer air grilles shall have uniform eggcrate full face appearance. Panel-mounted ceiling devices of any kind are not acceptable. If so scheduled, grilles shall be provided with insulated sheet metal adaptor with integral duct collar to fit the scheduled grille neck size. Grilles that are open to the return air plenum shall be constructed of 45 degree sight-proof eggcrates as scheduled.
- D. Basis of Design is Titus; approved equivalent product by Krueger, Price, Anemostat, Metal*Aire, Carnes, Tuttle & Bailey, or Nailor Industries.

2.04 DUCT LINER

- A. Duct liner shall be installed where shown on the plans. Duct dimensions shown on lined ductwork on drawings is clear inside dimensions, sheet metal sizes must be adjusted accordingly to account for liner thickness.
- B. Liner shall be flexible Type 1, 25/50 flame/smoke ratings under U.L. 723; Meet NFPA 90A and 90B requirements; Meet ASTM C411, C1071, C1338, G21, and G22 mold or fungus growth requirements. NRC ratings of 0.85 for 1.5" and 0.95 for 2" thicknesses; Water repellency per INDA IST 80.6 greater than or equal to 6 ; Factory-applied edge coating to prevent fiber separation; Strong glass fibers bonded with a thermosetting resin with factory applied internal surface binder coating/mat to prevent fiber separation, and capability of withstanding 6,000 fpm air velocity per ASTM C1071. All round duct liner shall be 1 1/2" thick (2" thick where installed in round ductwork outside the building thermal envelope), R-6.4 minimum (R-8.4 where installed in round ductwork outside the building thermal envelope). Rectangular duct liner shall be Johns Manville Linacoustic RC, Knauf Atmosphere, CertainTeed ToughGard R, or Owens-Corning Quietr. Round duct liner shall be Johns Manville Spiracoustic Plus, Owens-Corning Quietr Spiral, or CertainTeed ToughGard Ultra*Round. Rectangular duct liner shall conform to the following minimum specifications:

Installation Location	Installed R-Value	Density (Lb/Cubic Ft)	Thickness (Inches)
Return Air Plenum & Unconditioned Spaces (Both Inside the Building Insulation Envelope)	6.0 minimum	1.5 minimum	1.5
Attic Space (Outside the Building Insulation Envelope)	8.0 minimum	1.5 minimum	2.0
Exposed to Weather	8.0 minimum	1.5 minimum	2.0

- C. Adhesive to retain liner to ductwork shall be Armacell 520, Foster 85-60, Childers CP-177. All Adhesives shall be adhered to the sheet metal with 90% (minimum) coverage of adhesive and shall conform to ASTM-C916.
- D. Rectangular ducts 18" and larger on a side shall have weld pins. Adhesive backed stick pins to secure insulation shall not be acceptable.

2.05 PAINTING

- A. All metal visible through louvers, grilles, registers and diffusers (including dampers unless factory painted black): cover metal with two coats of flat black spray paint.
- B. Route ductwork in return air plenums, where possible, so it does not pass over ceiling return grilles open to the plenum.

2.06 DUCTWORK SPECIALS

- A. Furnish and install vanes at all square elbows and short radius ells. Long radius elbows without turning vanes and with a centerline radius of not less than 1.5 times the duct width may be used in lieu of elbows with turning vanes. Volume damper controls shall be securely fitted to square rod turning axles operated with locking type quadrants.
- B. Round diffuser takeoff duct connections from rectangular trunk ducts shall be High Efficiency-type, 45 degree take-off fitting (rectangular to round) with 1" wide flange with fire-retardent foam w/ Double Stick 3M Tape gasket seal all around. Provide damper, 2" stand-off bracket with continuous 3/8" shaft, nylon grommets, and Rossi TwistKnob locking hand quadrant. Air scoops shall NOT be provided. Royal Metal Products Model 309SGRQ2S or approved equivalent product.
- C. Rectangular branch ducts from rectangular trunk ducts shall have 45 degree clinch collars with volume control damper, 2" stand-off bracket with continuous 3/8" shaft, nylon grommets, and Rossi TwistKnob locking hand quadrant.

2.07 SEALANTS

- A. Joint & seam sealant shall be a flexible, water-based, adhesive sealant designed for use in all pressure duct systems. After curing, it shall be resistant to ultraviolet light and shall prevent the entry of water, air, and moisture into the duct system. Sealer shall be UL 723 listed and meet NFPA requirements for Class 1 ductwork, Sealant shall not contain VOCs.
 - 1. Shall be United McGill United Water Based Duct Sealant, Hard Cast Irongrip 601, Polymer Adhesives Airseal #11, Foster 32-19, Childers CP-146, or Ductmate Industries PROseal. Duct tape shall not be considered an acceptable sealant for duct joints.
- B. "T" Type Flange Gasket: A butyl rubber gasket which complies with UL 723 and meets Mil-C 18969B and TTS-S-001657. This material, in addition to the above, shall not contain vegetable oils, fish oils, or any other type vehicle that will support fungal and/or bacterial growth. Basis of Design is Ductmate Industries 440 Butyl gasket tape, or approved equivalent product.

2.08 FITTINGS AND SPECIAL INSTALLATION

- A. SMACNA Chapters 3, 4, 6 & 7
 - 1. Fittings 4-1 thru 4-9
 - 2. Duct Access Panels & Doors 7-2, 7-2M, & 7-3
 - 3. Grille & Register Connection 7-6
 - 4. Ceiling Diffuser Branch Ducts 7-7
 - 5. Flexible Ducts Chapter 3
 - 6. Round Duct Chapter 3
 - 7. Flexible Connection 7-8

2.09 INSPECTION PANELS

- A. Shall be provided in plenums and ductwork for the purpose of visually inspecting fans, filters, coils and dampers. Panels into spaces large enough for a man to enter shall be 24" x 24" minimum. Panels into smaller spaces shall be 12" x 12" minimum. Fan section panel shall be 18" x 10" minimum. Panels in insulated metal shall be constructed of 22 gauge galvanized steel frame with 24 gauge galvanized steel door panel, and shall be neoprene-gasketed, double wall insulated with 1" thick fiberglass insulation. Panels shall be piano-style hinged (multiple screws on panels are not acceptable) on one side with galvanized steel cam latch on the other side. Finish shall be mill. Panels shall be by CESCO model HAD or approved equivalent product.
- B. Inspection Panels shall not be installed to enter a space which has an access door.

2.10 DAMPERS

- A. Manual Rectangular and Square Dampers: SMACNA, opposed blade, Figure 7-5; single blade, Figure 7-4. Provide locking hand quadrants with 2" stand-off brackets, steel extension pin, and oil impregnated bronze bearings. Damper frames shall be 16 ga. min. galvanized with 16 ga. min. reinforced (three-vee) galvanized blades.

- B. Dampers installed above inaccessible ceilings shall be comparable to Young Regulator 830ACC (square, rectangular) or 5020CC (round) and equipped with 270-275 Bowden cable control kit. Also acceptable shall be comparable to remote-powered, motorized, manual balancing damper with hand-held damper motor control device (9-volt power supply) via cable terminating inside linear slot (or adjacent to non-linear slot diffusers). Basis of Design is Ruskin Zp025 w/ARC020 hand-held, powered remote, or approved equivalent product.
- C. Round manual volume control dampers used to balance outside air to each unit: Ruskin CDRS82 light industrial round control damper, or approved equivalent. Damper shall feature neoprene blade seals, locking hand quadrant with 2" stand-off bracket, flanges as required to mate with galvanized ductwork.
- D. Motorized Dampers: Refer to Section 23 0900.

2.11 FLEXIBLE DUCT

- A. Flex-duct connectors shall be for connecting from round metal runout duct to air distribution devices, 6'-0" maximum length. Flex-duct shall have glass fiber insulation with reinforced metalized polyester jacket complying with NFPA No. 90A, UL 181, Class 1. Flame spread < 25. Smoke developed < 50. Inner fabric shall be CPE polymeric film which encapsulates a steel wire helix. Duct shall be rated for 5,000 fpm airflow. Rated internal working pressure thru 12" diameter size shall be 6" w.g. positive, 14" thru 20" 4" w.g. positive (2" with factory-installed metal collars, all sizes); and all sizes 3/4" w.g. negative. Maximum friction loss for 10" diameter, straight run, at 400 CFM airflow, 0.15" water per 100 feet maximum. Minimum R-value shall be 6.0 in accordance with ASTM C-158. 0.05 perms max. vapor transmission value. Atco UPC #039, Thermaflex KE, or approved equivalent product.
- B. Flexible duct may be used in return and exhaust air applications in lieu of hard duct, if it meets the above Specifications.
- C. Flex-duct installed in the attic, outside the building thermal envelope, shall be the same as above, except minimum R-value shall be 8.0 in accordance with ASTM C-158.

2.12 FLEXIBLE EQUIPMENT DUCT CONNECTIONS

- A. Flexible connections shall be used for connecting ductwork to all air conditioning units and fans for the purpose of vibration isolation. Flexible connections shall be per SMACNA, Section II and NFPA 701. Connector fabrics shall be mildew resistance per ASTM G21, and shall be minimum 24 gauge galvanized equivalent.
 - 1. Flexible material for indoor installation shall be heavy commercial grade, woven nylon/polyester blend fabric, with a double vinyl coating. Minimum density 22 oz./sq. yd, rated for 180 deg F high temp, -40 deg F low temp. Basis of Design is Durodyne Excelon UL, color orange; approved equivalent product by Ductmate Industries, Flex-Weld Keflex, or Ventfabrics.
 - 2. Flexible material for external installations shall be heavy commercial grade, woven fiberglass, with a Hypalon coating. Minimum density 26 oz./sq. yd., rated for 250 deg F high temp, -40 deg F low temp. Basis of Design is Durodyne Durolon UL, color white; approved equivalent product by Ductmate Industries, Flex-Weld Keflex, or Ventfabrics.

2.13 SLEEVES

- A. Are defined as holes provided to permit passage of duct and insulation through floors and walls. Sleeves shall be installed during construction of floors and walls, before ducts are installed.
- B. Masonry: Sleeves shall be formed with 10 gauge steel.
- C. Where ducts pass through wood, drywall, plaster partitions, or suspended ceilings, sleeves shall be cut holes except at mechanical room walls which shall be framed with sheet metal.
- D. Sealing of Annular Space: For sleeves in masonry and concrete, annular space shall be closed by packing with silicone RTV foam. Sleeves in mechanical room walls shall be packed with loose glass fiber and caulked on both sides. Sleeves in exterior walls shall have applied sealant

material as called for under Architectural Section. The annular space shall be sealed flush with sleeve-end and shall be air-tight. Final finish shall have a neat and professional appearance.

- E. Unused Holes in floors or walls made for duct penetration shall be plugged to match wall and finished.

2.14 EXTERIOR DUCTWORK WEATHER-PROOFING CLADDING

- A. All exterior ductwork shall be covered/sealed with a waterproofing membrane.
- B. Cladding membrane shall be pre-fabricated, self-adhering, sheet-type protective membrane. Outer layer shall be an embossed, UV-resistant, aluminum weathering surface. Under the aluminum are multiple layers of tough, high-density, cross-linked, polymer film. Under the polymer film is a uniform layer of aggressive, rubberized, asphalt adhesive which sticks directly to metal and other clean/dry surfaces. The self-adhesive surface is protected by a disposable release liner.
- C. Membrane shall be all-weather, lightweight, durable, and tear-resistant, and exceed the 25/50 Flame/Smoke Rating. Maximum temperature shall be 175 degrees F. Material thickness shall be 45 mills nominal. Vapor permeance shall be 0 perms.
- D. Manufacturer shall warrant materials to be free from leaks caused by defects in material or manufacturing for a period of ten (10) years from the date of purchase when applied according to published directions. Installation shall be in accordance with all manufacturer requirements/recommendations.
- E. Basis of Design is Flex-Clad-400 in white; approved equal by Alumaguard or 3M Ventureclad.

PART 3 - EXECUTION

3.01 DUCTWORK

- A. The recommendation of SMACNA for pressure and seal as specified, shall be followed in the installation of ducts and plenums.
- B. Seal Class
 - 1. Class A seal ductwork shall have all transverse joints and longitudinal seams and penetrations sealed to conform to SMACNA Class A sealing requirements as defined by the 2005 SMACNA Manual, Third Edition.
- C. New ductwork connected to an existing duct system: existing ductwork shall be considering a part of the air moving system, and shall therefore be sealed, insulated and tested in accordance with this specification, and shall meet duct leakage criteria herein. Typical supply, return, exhaust and outside air systems. Final TAB report shall demonstrate that the entire air moving system performs as designed and specified.

3.02 CLEARANCES

- A. In the attic mechanical space, route ductwork so as to provide the maximum amount of service/operating clearances around equipment, and as much head clearance as possible. All manufacturer's recommended and published clearances shall be maintained around all mechanical equipment. Plan ductwork accordingly. Re-routing of ductwork will be at the contractor's expense.

3.03 DUCT LINER

- A. Install where shown on plans. External insulation may be omitted on ductwork that is internally lined. Duct size shown is clear dimension inside the liner.
- B. 90% (minimum) of all duct surface shall be coated with adhesive.
- C. Install duct liner with weld pins as indicated in SMACNA Chapter 7, Figure 7-11.
- D. All exposed edges of duct liner shall be coated with multiple layers of adhesive (buttered). Provide metal nosing conforming to SMACNA over any transverse liner edges facing and exposed to air stream, specifically adjacent to any fan discharge.
- E. See Drawings for additional installation requirements.

3.04 FLEX-DUCT CONNECTIONS

- A. Flex-duct connections shall be attached with stainless steel band to secure inner liner and with separate plenum-rated nylon strap band to secure vapor barrier jacket. See applicable detail on the Drawings.
- B. Maximum length of any flex-duct connection shall not exceed 6'-0".

3.05 FLEXIBLE EQUIPMENT CONNECTIONS

- A. Flexible isolation shall be installed on inlet and outlet of unit connections prior to any duct hangers, and shall be provided by the unit manufacturer if available as an option.

3.06 EXTERIOR DUCTWORK WEATHER-PROOFING CLADDING

- A. Product shall be installed in strict conformance with all manufacturer instructions/requirements/recommendations. Ambient temperature shall be above 40 degrees F for installation. Ducts shall be sealed and airtight. Substrate must be clean, dry, and free of containments. Top of all ductwork shall be sloped for water drainage to prevent standing water. Product uses a pressure-sensitive adhesive system; roll firmly with a hand roller. MFM Spray Adhesive may be used to improve adhesion in cold weather, on shaded surfaces, and in hard-to-reach areas. For ducts over 24" wide, pin bottom 12" O.C. Cover pins with a minimum piece of 3" squares of Flex-Clad to seal pins from weather.

3.07 DUCT SMOKE DETECTORS

- A. Shall be furnished and wired as fire detection/alarm system work under Division 26, but shall be mounted, installed, and hard-wired for unit shutdown under Division 23. See Drawing for locations of detectors.

3.08 OPEN-ENDED RETURN DUCTS AND PLENUMS

- A. Provide 1/2" wire mesh over all open-ended return air ducts, open plenums, open returns on air handling units, open transfer air openings, etc. Provide edge hardware as required to ensure that no sharp edges remain after installation, and that sheets are permanently secured to the ductwork or equipment. Provide vertical support as required on large ducts and plenums for a rigid installation.

END OF SECTION

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SECTION 23 8000
HVAC - MAJOR EQUIPMENT

PART 1 - GENERAL

1.01 MECHANICAL GENERAL

- A. Section 23 0010 is applicable.

PART 2 - PRODUCTS

2.01 FANS

- A. General:
1. Fans are scheduled on the Drawings.
 2. All units shall bear the AMCA Certified Performance Ratings Seal and U.L. Label. Some ratings shall be in accordance with AMCA Bulletin 300. Fans shall have published ratings certified by Air Moving and Conditioning Associates, Inc., (AMCA), Standard 210 and Class established by AMCA 2408-69. Fan RPM and BHP shall be selected to produce specified capacity when installed in system with accessories as indicated. Fan wheels shall be statically and dynamically balanced.
 3. Belt drive fan motors shall have bases which permit adjustment of belt tension, belt guards with tachometer hole for fan shaft, and all fan motors shall have variable pitch diameter sheaves.
 4. Bearings for belt drive fans other than propeller type shall have an average service life of 100,000 hours, factory lubricated and equipped with standard hydraulic grease fittings and with lubricating lines extending to outside of casing.
 5. Contractor shall furnish one (1) belt as attic stock for each belt-driven fan.
 6. A solid-state speed control on all direct drive fans, less the 3/4 HP, shall be provided (mounted at fan) and wired under this division to allow initial balancing of fan air quantity. EC motor with variable speed controller shall also be acceptable. Contractor shall coordinate with Electrical Division for additional neutral wire requirements.
 7. Motors shall be as specified in Section 23 0010 and shall be readily accessible. Per 2007 Energy Independence & Securities ACT (EISA), 2010 DOE Small Motor Rule (10 CFR Part 31 Energy Conservation Program: Energy Standard for small Electric Motors), and ASHRAE/IES Standard 90.1; all motors over 1 HP shall be NEMA "Premium" efficiency. All motors over 1 HP shall be compatible for use with variable speed drives (VFDs).
- B. Cabinet/Ceiling Type:
1. Housings shall be reinforced phosphatized steel. Wheels shall be true centrifugal, forward curved design, statically and dynamically balanced. Fans shall be direct or belt drive as per schedule on drawing.
 2. Where grilles are required, they shall be aluminum with white baked enamel symmetrically finished appearance. Interior surfaces of housings shall be lined with dark acoustical insulation permanently secured in place. Interior of installed unit shall not be visible when grille is in position.
 3. Motors shall be shaded pole type with sleeve bearings, supported by one piece, die-formed steel suspension brackets with rubber isolation dampers.
 4. Terminal box shall be mounted in the housing with receptacle, plug and cord inside of the cabinet. All motors shall be suitable grounded. Motor and fan assembly shall be removable from installed ceiling ventilator.
 5. Where duct flanges are required on one or both ends of fan, they shall be pre-assembled to housings.
 6. Backdraft dampers shall be of integral design with aluminum damper on steel spring and foam rubber seal to eliminate chatter.
 7. A speed controller on direct drive fans, less than 3/4 HP, shall be mounted at the fan and factory wired or field wired under Division 23, between the fan and fan energizer. EC motor with variable speed controller shall be acceptable. Contractor shall coordinate with Electrical Division for additional neutral wire requirements.

- C. Basis of Design for fans listed above is Greenheck; approved equivalent product by PennBarry, Twin City, Accurex, or Loren Cook contingent upon full compliance with all criteria.

2.02 FILTERS

- A. Operating filters for all units shall be pleated media-type as follows:
 - 1. 1", 2", and 4" thick filters shall be Camfil Farr 30/30, MERV 8; or approved equivalent by Flanders, Purolator, Purafil, AAF, or EcoAir.
- B. Construction filters shall be dry type fiberglass media, double wall box panel type, with sizes as standard for equipment.
- C. During construction, before units are placed in operation construction filters shall be installed, checked at regular intervals and replaced as necessary. No units are to be operated without filters in place. As part of system commissioning prior to start of TAB and for final HVAC acceptance by Architect, clean operating filters shall be furnished and installed for all units.

2.03 GAS / ELECTRIC PAD-MOUNT UNITS (PMU)

- A. Packaged pad-mount units are scheduled on the Drawings.
- B. Units cooling capacities shall be rated in accordance with Air Conditioning, Heating, and Refrigeration Institute (AHRI) standards. The heating/cooling unit design shall be certified by the American Gas Association (AGA) specifically for outdoor application using natural gas.
- C. All components shall be mounted in a weather resistant steel cabinet with a painted exterior. Indoor blower compartment shall be insulated. Service panels are to be removable and reinstallable while providing a water and airtight seal. Top panel shall be a seamless single piece or at minimal shall be gasketed panels. For maximum water integrity, the base pan shall have no penetrations within the perimeter of the curb other than the supply/return openings and power control wiring in the downflow units, unless specifically designed to accommodate the penetration.
- D. Refrigeration system shall have hermetic or scroll compressors equipped with crankcase heaters, over-temperature, over-current, low pressure and high pressure controls with automatic reset. Compressor shall have a 5-year warranty and heat exchanger shall have a 10-year warranty. Basis of Design units utilize dual compressors on units 7 tons or larger. Manufacturers other than "Basis of Design" shall furnish same quantity of compressors when available as standard or option, and if not available, shall provide capacity reduction of equipment comparable to dual compressor unit. Refrigeration circuit shall include filter dryer and service gauge connections.
- E. Evaporator and condenser coils shall be seamless copper tubing mechanically bonded to aluminum fins and factory leak tested at 150 psig and pressure tested at 450 psig. Refrigerant lines within the unit subject to condensation where not over coil drain, shall be insulated per Section 23 0700 for refrigerant line insulation.
- F. The indoor air fan shall be belt drive forward curved centrifugal with thermal overload protection on the motor. Motors one (1) horsepower and larger shall be high efficiency type. Units shall be modified in factory or in field as required by manufacturer, or their representative, to provide scheduled air quantities at static pressure less than or equal to those scheduled. Units submitted shall be complete with any modifications required to accomplish scheduled static pressure. Any dampers provided at unit discharge for balancing purposes shall be either radial or square opposed blade type. The fan and motor components shall be isolated from the unit with vibration isolators. Shaft bearings shall be ball bearing type with lubrication provisions.
- G. The condenser fan shall be a direct driven statically and dynamically balanced propeller type with permanently lubricated bearings.
- H. Units shall be factory assembled, piped, internally wired for single point service and fully charged with R-410A refrigerant. Refrigeration cycle controls shall be standard to basis of design unit with exception that additional features shall include compressor 5-minute cycle delay and the following:

1. 100% outside air economizer shall be provided on all units except those serving a Kitchen. Economizer shall be factory installed and tested, and shall include modulating 0 to 100 percent motor and spring return dampers, barometric relief designed to minimize recirculation, minimum position setting, linkage, wiring harness with plug and (differential enthalpy) (enthalpy) fixed dry bulb control.
2. Provide power relief fans and control on all unit 7.5 tons or larger. Power exhaust may be accessory provided by other than unit manufacturer such as by Plenums, Inc. or Micro Metl Corp.
3. Units 3 tons and larger shall be high efficiency type, satisfying or exceeding SEER/EER of Basis of Design unit manufacturers published ARI and DOE rating criteria.
4. Provide factory installed coated steel louvered condenser coil guard.
5. Provide hinged access panels for access to filters and fan motor, with tie back retaining devices to hold access door open when servicing unit.
6. Provide interface for conventional thermostat.
- I. The heating system shall be a completely assembled, wired and piped, gas fired system within the unit. The electronic ignition system shall light the pilot each time the system calls for heat. The heat exchanger shall be drum and tube design of aluminized steel, factory tested for leaks and located upstream of the cooling coil. The burners shall be stamped and seam welded 20-gauge aluminized steel.
- J. Units shall be installed on a welded, insulated roof curb as specified in Section 23 0520.
- K. Contractor shall furnish one (1) belt as attic stock for each belt-driven fan.
- L. On all units as scheduled, a factory installed hot gas reheat coil shall be installed downstream of the evaporator coil. Coil shall be controlled thru a room humidity sensor. See Section 23 0900.
- M. Basis of Design is Trane; approved equivalent product by Daikin, Lennox, Johnson Controls Inc., Aeon, Valent, or Carrier.

2.04 SPLIT SYSTEM FURNACE/ DX COOLING (AC/CU)

- A. Gas furnaces with cased evaporator coil, and matching condensing unit are scheduled on the Drawings.
- B. Furnace unit shall be vertical up-flow, LP gas-fired, 97% efficient, condensing-type, with internally-insulated furnace cabinet. Unit shall be designed, tested, and constructed to current ANSI Z 21.47 design standard for gas-fired central furnaces. Unit shall be certified for capacity and efficiency and listed in latest AHRI Directory.
- C. Heat exchangers shall have a 10-year warranty. Solid-state ignition modules shall have a one-year warranty. Compressor shall have a five-year warranty. All other components shall have a one-year warranty.
- D. Furnace unit shall include slow-opening gas valve, electric switch gas shut-off, flame-proving sensor, hot surface igniter, pressure switch assembly, flame rollout switch, blower & inducer assembly, and 40VA transformer:
 1. Blower shall be direct-drive, galvanized steel, centrifugal-type, statically & dynamically-balanced. Blower motor shall be multi-tap ECM-type, permanently-lubricated with sealed bearings, with rubber vibration isolators. Coordinate with Division 26 for additional neutral wire requirement for ECM fan motors.
 2. Side filter rack shall house 1" thick, throwaway filters. Provide access door.
 3. Casing shall be 0.03" thick painted steel.
 4. Inducer motor shall be mounted on rubber vibration isolators. Draft safeguard switch shall be factory-installed. Heat Exchanger shall be 4-pass, 20-gauge aluminized steel of fold-and-crimp sectional design.
 5. Blower compartment shall be 100% insulated.
 6. Provide concentric roof combustion air/exhaust termination kit.
- E. Cased, DX-cooling evaporator coil shall be of the N-coil-type designed for R-410A refrigerant. Provide painted case, TXV, tin-plated copper coils, corrosion-resistant sloped condensate drain

pan, 3/4" brass inserts, & sweat connections. Coils shall meet or exceed burst pressure of 2,100 psig. Provide teflon ring inside liquid line connection at TXV.

- F. Outdoor unit shall be in a weatherproof casing of galvanized steel with baked enamel coating and factory-installed condenser coil guard.
 - 1. Hermetically sealed scroll compressor (R-410A) shall have front-seating service valves, internal pressure relief valve, internal thermal overload, low-pressure switch, high-pressure switch, and filter drier. Provide long line kit, where required, for lengths of up to 250 equivalent feet. Provide fan-cycle-type head pressure control kit for cooling operation down to 0 degrees F low ambient. Provide crankcase heater, compressor start assist (capacitor & relay), freeze-stat, winter start, and hard shut-off TXV.
 - 2. Cooling capacity shall be rated in accordance with AHRI Standard 210 with SEER. rated in accordance with DOE. test procedures. Units shall be factory-assembled and tested, UL-labeled, and complete with all necessary controls & accessories.
- G. Entire system, including indoor and outdoor unit's refrigerant piping and associated controls, shall be installed in accordance with manufacturer's instructions and Contract Documents. Contractor shall guarantee materials and workmanship for a period of one (1) year from final acceptance.
- H. Basis of Design is Trane; approved equivalent product by Aaon, Carrier, Johnson Controls Inc., or Lennox.

2.05 IONIZATION GENERATORS (UNIT-MOUNTED ONLY)

- A. Unit mounted Ionization Generators are scheduled on the Drawings.
- B. Ionization generators shall be installed in each air handling unit or packaged unit. Generator mounting location, power supply, and quantity shall be as specifically recommended by the ionization generator manufacturer.
- C. Units shall be in conformance with ASHRAE Standards 62 & 52, UL Standard 897, NEC NFPA 70.
- D. The complete air purification system including the bi-polar ionization unit and monitor as assembled, complete with power and control wiring, safety switches, airflow switches, and controls, shall be listed by either UL or ETL for commercial applications.
- E. The operation of the bi-polar ionization shall be through a combination of association/dissociation processes. Each air handling system serving the building, and as so designated on the Drawings, Details, and/or Equipment Schedules; shall contain a bi-polar ionization system capable of:
 - 1. Effectively killing microorganisms throughout the cooling coil, drain pan, and supply air duct (mold, bacteria, virus, etc.).
 - 2. Controlling gas phase contaminants generated from human occupants, building structure, and furnishings.
 - 3. Capable of reducing static space charges.
 - 4. Equipment shall be capable of performing in non-condensing atmospheres at temperatures up to 140°F.
 - 5. Utilize automatic self-cleaning of the carbon brushes.
- F. Air exchange rates may vary through the full operating range of a constant volume or VAV system. The quantity of air exchange shall not be increased due to requirements of the air purification system.
- G. Acceptable technologies: Unit-mounted "needle point" technology is acceptable. Each bi-polar ionization unit shall include the required number of electrodes and power generators sized for the air conditioning equipment capacity, and as specifically recommended by the manufacturer. Submit manufacturer's computer generated selections during shop drawing phase. Electrodes shall be installed in pairs and include insulators to create the required dielectric. The dielectric shall consist of suitable inorganic non-corrosive insulation material so that the presence of water vapor, gasses, or airborne particles shall not affect the dielectric value.

- H. Needle point technology: Needle point ionization units shall be completely factory assembled, and include all power supplies, gaskets, indicator lights, switches, fuses and accessories necessary for safe and efficient operation, and shall be self-contained in one complete assembly. Ionization needles shall be carbon fiber. Bipolar ionization units shall produce equal amounts of positive and negative ions, single pole ionization units shall not be accepted. Bipolar ionization unit shall not require pre-heat protection when the relative humidity of the entering air exceeds 85%. Relative humidity from 0-99% shall not cause damage, deterioration or dangerous conditions within the air purification system. The operation of the needle point ionizer shall conform to ASHRAE Standard 62.1 with respect to ozone generation.
- I. The generators ("needle point" technology) shall be field-installed inside of the packaged air handling equipment downstream of any filters, immediately upstream of the cooling coil, per the ionization generator manufacturer's recommendations. Additional space inside the air handling equipment via an additional section, is not acceptable. Ionization generators shall fit within the air handling equipment as specified, and shall be capable of being field-installed per the manufacturer's recommendations without factory or field modifications to the air handler. The generator shall be powered by the air handler's 24 VAC control transformer.
- J. A manufacturer's authorized technician shall inspect and commission all units on this project. Final written acceptance of satisfactory system operation shall be included in the close-out documents. Manufacturer's authorized technician shall also provide instruction for the contractor and Owner maintenance of the Ionization systems. Provide 5-year warranty on equipment.
- K. Basis of Design is Global Plasma Solutions; approved equivalent product by Plasma Air, Aerisa, or Bioclimatic Air Systems.

PART 3 - EXECUTION

3.01 CONTROLS AND CONTROL WIRING

- A. Control or safety devices furnished with equipment for field installation and wiring shall be installed and wired under Section 23 0900.

3.02 UNIT INSTALLATION

- A. Do not operate any air distribution systems without filters in place. Construction filters shall be utilized prior to start of test and balance. Operating filters shall be installed for test and balance, and shall be checked and replaced as necessary prior to final inspection.
- B. Provide manufacturers required service and/or operating clearances around all mechanical equipment.
- C. See this Section for required manufacturer representative start-up of specific equipment. Contractor shall follow manufacturer's recommendations for equipment assembly, installation and operation.

3.03 HVAC EQUIPMENT KNOCKOUTS AND ACCESS PLATES

- A. All unused holes in HVAC equipment shall be properly covered and sealed against the elements. Opening in outdoor equipment housing which are used for connection of electrical or mechanical lines shall have properly installed grommets, seals, strain clamps, or weather shields.

3.04 PAD-MOUNT UNITS

- A. Coordinate equipment gas pressures required, with all units simultaneously firing to insure proper gas regulator pressure selections.

3.05 AIR FILTERS

- A. Prior to final inspection and after air systems have been balanced, replace all throwaway filters with new filters. Do not operate any air distribution systems without filters in place.

3.06 DUCT MOUNTED SMOKE DETECTORS

- A. Detectors shall be installed in the supply ductwork, upstream of the first branch takeoff, and upstream of any ionization generator (if applicable). Install in the vertical supply duct for packaged rooftop equipment.

END OF SECTION

SECTION 26 0500
COMMON WORK RESULTS

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

2.0 PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

- A. All materials and equipment shall be:
 - 1. New and of best grade of standard manufacture.
 - 2. Approved by U.L. and be so labeled.
 - 3. For wire and cable, marked as required by Article 310-11 N.E.C.
 - 4. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen and/or superintendents.
 - 5. Installed in a thorough workmanlike manner, presenting a neat, clean cut appearance when completed. Any part or parts not meeting this requirement shall be replaced or rebuilt without extra expense to the Owner.

2.2 TIMELY PLACING OF MATERIALS AND EQUIPMENT:

- A. Panelboard cans, transformers, raceways, conduit, pull and junction boxes, etc., shall be installed at the proper time during progress of construction. Coordinate work sequence and interface with other trades.

2.3 SPACE REQUIREMENTS:

- A. Contractor for work under this Division shall be fully responsible for determining in advance of purchase that equipment and materials proposed for installation shall fit into the confines indicated and allow sufficient clearance for maintenance and service of all equipment including that of other trades.

2.4 MANUFACTURERS' LITERATURE:

- A. Deliver all printed tags, instructions, certified drawings, parts lists, certificates etc., supplied with equipment items, to the Architect at completion of project.
- B. Assemble all such printed materials into a stiffback binder identified on face.

2.5 PROTECTION OF APPARATUS:

- A. All conduit and other openings shall be kept protected to prevent entry of foreign matter. Fixtures, equipment, and apparatus shall be covered for protection against dirt, water, chemical, or mechanical damage before and during construction. The

original finish, including shop coat of paint of fixtures, apparatus, or equipment that has been damaged shall be restored prior to final acceptance.

2.6 SHOP DRAWINGS:

- A. The Contractor shall furnish complete submittals for each of the following listed items of electrical equipment in accordance with Division 1. For convenience, the Contractor may submit shop drawings in groups. The groups are listed below:

GROUP I

1. PANELBOARDS
2. DISCONNECT SWITCHES
3. CIRCUIT BREAKERS
4. FUSES

GROUP II

1. MOTOR STARTERS
2. COMBINATION STARTERS
3. MOTOR SWITCHES

GROUP III

1. DEVICES & COVERPLATES
2. CONDUIT, BOXES & FITTINGS
3. WIRE
4. NAMEPLATE SAMPLES & SCHEDULE

2.7 PAINTING:

- A. Light fixtures shall be factory finish painted. Priming coat for other equipment shall be provided under this Division; Finish painting under Division, "PAINTING"

2.8 DRAYAGE, HOISTING, AND SCAFFOLDING:

- A. Contractor for this Division shall:
1. Be fully responsible for drayage, hoisting, warehousing, and demurrage, for all equipment and materials to be furnished and installed under this Division.
 2. Provide all scaffolding required for erection of materials and equipment included under this Division.
 3. Be fully responsible for the safety of his employees using such scaffolding.

2.9 CUTTING AND PATCHING:

- A. Contractor for this Division shall provide openings required for work under this DIVISION.
1. Contractor for this Division shall layout, to dimension and location, all openings on surfaces to be formed, framed, or cut.

2. Should Contractor for this Division fail to adhere with Paragraph A-1, as work progresses, any openings required shall be cut and patched by General Contractor at the expense of the Contractor for this Division.

2.10 INTERFACES WITH OTHER WORK:

- A. There are many interfaces between the work involved with this Division and the work in other Divisions. This Contractor shall be aware of the requirements of these other Divisions and his responsibilities at the interfaces.

2.11 ALTERNATE MATERIALS

- A. Contractor for this Division shall submit his bid based on materials scheduled on the plans and/or specifications. After the contract has been awarded, written requests for material substitutions may be submitted on the Contractor's Letterhead. Intent for request shall be detailed in this contractor's letter.

2.12 REJECTION OF MATERIALS:

- A. The Architect shall have the authority to reject any material, equipment, or workmanship not complying with these specifications; and the Contractor shall replace defective work or material immediately upon notification of rejection. Any material so rejected shall be removed from the job within twenty-four hours of such rejection; otherwise, the Architect may have same removed at this Contractor's expense.

3.0 GENERAL PROVISIONS

3.1 SITE VISIT AND FAMILIARIZATION:

- A. Contractors proposing to undertake work under this Division shall:
 1. Visit the site of the work, and fully familiarize themselves of all conditions that affect the work or cost thereof.
 2. Examine the drawings and specification as related to the site conditions.
- B. Notice: Consideration will not be granted for any alleged misunderstanding of the amount of work to be performed. Tender of proposal shall convey full agreement and understanding to all items and conditions specified, indicated on the drawings, and/or required by nature of the site.

3.2 DISCREPANCIES:

- A. Should this Contractor find discrepancies or omissions in the Contract Documents, or be in doubt as to the intent, he shall immediately obtain clarification from the engineer prior to submitting a proposal for work under the Division.

3.3 WORK IN OTHER DIVISIONS:

- A. Refer to Architectural and Structural Drawings and Mechanical Specifications for related work.

3.4 CODES, PERMITS, AND FEES:

- A. The installation shall comply with all laws applicable to the electrical installation which are enforced by local authorities, the latest edition of the National Electrical Code and with the regulations of the Utility Company. The Contractor shall obtain and shall pay for all permits required by the local authorities.
- B. Where, in any specific, case, different sections of any of the aforementioned codes and regulations or these plans and specifications each specify different materials, methods of construction, or other requirements, the most restrictive shall govern. In the case of any conflict between a general provision and a special provision, the special provision shall govern.

3.5 AS-BUILT (RECORD) DRAWINGS:

- A. Record on one set of electrical drawings all changes and deviations from the contract drawings. Record final location of panelboards, transformers, disconnect switches, etc. Make sufficient measurements to locate all major underground conduit runs and show same on record drawings.
- B. Transfer changes and deviations to drawings and deliver same to Owner's Representative.

4.0 DEFINITIONS:

- A. "Provide" shall mean furnish, install, and connect complete.
- B. "Wiring" shall mean wire or cable, installed in conduit, cable tray, or steel trunking with all required boxes, fittings, connectors, and accessories completely installed.
- C. "Work" shall be understood to mean the materials completely installed including the labor involved.
- D. "Plans and Specifications" shall be understood to mean the complete documents, including all trades, Divisions, Sections, Addenda, etc.
- E. "Review of Shop Drawings" See Division 1.
- F. "Conduit" shall be understood to mean either rigid steel conduit, intermediate metal conduit, (I.M.C.), electric metallic tubing (E.M.T.), or plastic PVC conduit.

5.0 WORK INCLUDED:

- A. The work consists of furnishing all labor, supplies, materials, sales tax, permits, review fees, costs of tests, shop drawings, as built drawings, operation & maintenance manuals, and performing all operations, including installation, cutting and chasing, trenching and back-filling, compaction, coordination with other trades on the job, etc., for the installation of complete electrical systems as shown and hereinafter specified.
- B. No materials shall be installed until shop drawings have been reviewed.
- C. The electrical drawings are schematic, and are not intended to show the exact location of conduit, outlets, etc. The Contractor shall refer to the architectural, structural, and shall fit his work to conform to the details of building construction.

The right is reserved to shift any switch, receptacle, ceiling outlet, or other outlet a maximum of ten feet (10') from its location as shown before it is permanently installed, without incurring additional expense.

- D. Should conflicts exist between the plans and specifications, the specifications, shall govern.
- E. The drawings and specifications shall both be considered as part of the contract. Any work and material shown in the one and omitted in the other, or which may fairly be implied by both or either, shall be furnished and performed.
- F. No deviations from the drawings and specifications shall be made without the full knowledge and consent of the Architect. Should the Contractor find, at any time during the progress of the work, that, in his judgment, existing conditions make desirable a modification in requirements covering any particular item or items, he shall report such items promptly to the Architect for his decision and instructions.

6.0 WORK NOT INCLUDED:

- A. The installation and connection of the following items is not included in this section of the specifications:
 - 1. All motors for mechanical equipment together with the associated motor controllers, starters, unless provided in motor control center and remote control devices, electrical heating equipment with contactor, individual element protection, etc., will be furnished under HVAC section of the specifications.
 - 2. Control and Interlock Wiring: Provisions for the installation of all control and interlock wiring is provided under Section 15 of the specifications.

7.0 ARC FLASH

7.1 SCOPE:

- A. Description:
 - 1. Provide an arc flash hazard analysis of each panelboard, transformer and disconnect switch. Determine in the analysis the personal hazard category and the associated flash protection boundary.
 - 2. Submit all calculations to the Architect for review and comment prior to ordering affected equipment.
 - 3. Provide an Arc Flash and Shock Hazard label on each panelboard, transformer and disconnect switch disconnect switch based upon the arc flash hazard analysis with all appropriate information required by NFPA 70E reported on the label.
- B. Codes:
 - 1. NFPA 70
 - 2. NFPA 70E

7.2 PRODUCTS

7.2.1 LABELS:

- A. Provided non-paper labels with adhesive both which will resist degradation due to sunlight and moisture.

7.3 EXECUTION

7.3.1 ANALYSIS:

- A. The arc flash hazard analysis shall be performed by a registered professional engineer registered in the state where the project is located. The submittal to the Architect shall include the seal and signature of the professional engineer who performed the analysis.
- B. The analysis shall include selection and coordination of all overcurrent devices as to operation to minimize both the arc fault level and nuisance tripping.
- C. Include in the submittal all time-current curves of breakers and fuses, tabulation of adjustable trip settings and tabulation of current limiting fuses selected.

7.3.2 INSTALLATION:

- A. Install each label on the front of the equipment, in a prominent visible location and where possible, centered.

END OF SECTION

SECTION 26 0519

LOW VOLTAGE CONDUCTORS

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 WIRING SYSTEM:

- A. Provide a complete system of wiring with all feeders and branches as shown on the drawings. The wiring system shall be complete from the service entrance to each and every outlet and apparatus shown on the drawings which require electrical connections.

1.3 CONDUCTORS:

- A. Specified gauge sizes refer to American Wire Gauge copper conductors. All wire and cable shall be of soft drawn, annealed copper having a conductivity of not less than 98% of that of pure copper; each wire continuous without weld, splice, or joint throughout its length; uniform in cross section and free from flaws, scales, and other imperfections. No aluminum allowed.
- B. All conductors shall have 600 volt insulation. Sizes specified are AWG through No. 4/0 and circular mils above No. 4/0. Conductors No. 10 and smaller shall be solid; No. 8 and larger shall be stranded.
- C. Conductors shall be Type "THHN/THWN-2". Service conductors shall be Type "XHHW".
- D. All conductors shall be of the same name brand and shall be in the original wrapping.
- E. All conductors shall be Anaconda, Diamond, General Electric, General Cable, Paronite, Phelps – Dodge, Reynolds, Triangle, or Southwire.

2.0 PRODUCTS

2.1 BRANCH CIRCUIT CONDUCTORS:

- A. Minimum wire size for lighting and power circuits shall be #12 except that # 10 shall be used where the run to the first outlet exceeds 75' for 120V circuit and 150' for a 277V circuit.

- B. Branch circuit conductors shall be color – coded as follows:

208Y/120 VOLT SYSTEM
Phase A – Black
Phase B – Red
Phase C – Blue
Neutral – White with colored stripe
 matching phase conductor
Ground – Green
- C. The feeder conductors shall be color coded by the use of colored plastic tape applied within 6” of each conductor end. Color coding conductor markers shall be Brady or approved equal.
- D. Provide a #16 AWG iron pull wire or plastic pull line (rated at 500 lbs. test) in all conduits for future use or for telephone use. The ends of such conduit shall be corked or capped.
- E. Branch circuit wiring which supplies more than one fluorescent Fixture through the wireway other fixtures shall be rated for use at 150 degrees C.

3.0 EXECUTION

3.1 WIRE AND CABLE:

- A. Wire shall not be drawn into a conduit until all work of a nature which may cause injury is complete. Ideal, Wire – Ease, or approved equal may be used as a lubricant. Where two or more circuits run to a single outlet box, tag each circuit with linen tags as a guide to the fixture hanger in making fixture connections.
- B. All stranded conductors shall be furnished with copper connecting lugs drilled or reamed the full diameter of the bare conductors. Mains and feeders shall be run their entire length in continuous pieces without joints or splices.
- C. Conductors shall be continuous from outlet to outlet and from outlet to junction box or pull box. All splices and joints shall be carefully and securely made to be mechanically and electrically solid with pressure type connectors, “SCOTCHLOK” or approved equal. Tape shall be “Scotch” No. 33 for indoor and No. 88 for outdoor or approved equal. Where connection is made to any material, copper terminal lugs shall be bolted or compression fitted to the conductors. Where multiple connections are made to the same terminal, individual lugs for each conductor shall be used.
- D. At each fixture outlet a loop or end of wire not less than 8” long shall be left for connection to fixtures.
- E. No conductors shall be pulled until the raceway system is complete.
- F. The number of cross hatches, where indicated, designates the number of conductors to be installed when the number exceeds a minimum two (2). Where cross hatches are not indicated, the number of

conductors shall be as determined by switching, homeruns, etc..
This does not apply to conduit provided for telephone or other special
systems.

- G. Branch circuits shall contain the necessary number of conductors to
afford the switch control indicated.

END OF SECTION

26 0519
LOW VOLTAGE CONDUCTORS

BUCHANAN ELEMENTARY SCHOOL
GYMNASIUM MODIFICATION
BXA PROJECT NO. 22131

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SECTION 26 0526

GROUNDING

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 APPARATUS:

- A. All apparatus and equipment specified hereinafter in this Section fully conform to current standards of NEMA to the extent applicable to each type and class of equipment and apparatus described; and individually bear the seal of the Underwriter's Laboratories.

2.0 PRODUCTS

2.1 GROUND CONNECTIONS:

- A. Provide a grounding electrode system consisting of a minimum of three (3) $\frac{3}{4}$ " x 10'-0" copperweld rods driven 24" below grade, a minimum of 6'-0" apart in the form of an equilateral triangle, bonded together with No. 2 copper conductors, installed a minimum of 3'-0" clear of foundations walls. Contractor shall extend from electrodes to service with No. 2 copper, green insulated ground conductor in a 1" conduit, and connect to ground bus bar therein, to housing, and to frame. Provide a bonding jumper and connect to all grounding electrodes.
- B. Provide a No. 2 green insulated, XHHW, copper conductor bond across the water meter, same to be attached to ground clamps on water line on each side of meter. The pipes shall be thoroughly cleaned before installing clamps. Make sure arrangements as are necessary to permit doing this work at the time the water meter is installed.
- C. Provide a No. 2 green insulated XHHW copper ground conductor in 1" conduit from cold water entrance pipe, ahead of first valve, to main service entrance and bond ground to ground bar therein, to housing, and to frame with lugs. All ground clamps shall be equipped with compression type cable lugs independent of the compression device clamping the pipe rod.
- D. Where non-metallic insulating couplings are used in metallic water piping systems, the Contractor shall provide a No. 2 green insulated XHHW copper conductor bond across the couplings, same to be attached to ground clamps on water line on each side of the couplings. The pipes shall be thoroughly cleaned before installing the clamps. Make such arrangements as are necessary to permit doing this work at the time the water piping is installed.
- E. Provide an 8" long green grounding wire from grounding lug of all wall switches and receptacles to a suitable bonding device on the conduit or to the outlet box. The outlet box bond shall be a green grounding terminal screw. Ground wire installed behind the device mounting screws will not be acceptable.

- F. Provide a 3/4" conduit from the point of attachment of the system ground at the water main to the telephone equipment backboard.
- G. All conduit entering the main switchboard shall have threaded conduit insulated bushings.
- H. All bushing shall be bounded together and in turn, bonded to the switchboard ground with lugs.

3.0 EXECUTION

3.1 INSTALLATION:

- A. Shop drawings shall indicate that all of the function requirements of the specifications have been met. In addition, the UL approved RMS symmetrical interrupting capacity shall be indicated for each circuit breaker, and a certification that these are UL ratings shall be attached.

END OF SECTION

SECTION 26 0533

RACEWAY AND BOXES

1.0 RACEWAY

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

2.0 PRODUCTS

2.1 FEEDERS & BRANCH CIRCUITS:

- A. Rigid conduit or IMC shall be used for all feeders, branch circuits, and sub-feeders where exposed to possible physical damage. EMT shall be permitted for feeders and branch circuits in protected areas.

2.2 RACEWAYS:

- A. Except as otherwise noted, specified, or required, provide all conductors in rigid conduit, IMC, EMT, or Schedule 40 PVC as hereinafter specified. Rigid conduit, or EMT shall be of the best quality hot-dipped galvanized or sheradized steel tubing, and of standard trade dimensions, smooth inside and out. Each length of conduit shall bear the maker's trademark or stamp.
- B. Connections to panelboard cabinets and/or pull boxes shall have grounding wedge lugs, Thomas & Betts, or approved equal, between the bushing and the box, or locknuts so designed to bite into the metal.
- C. Rigid conduit or IMC fittings shall be of steel or malleable iron, as manufactured by Thomas & Betts or approved equal. ZINC DIE CAST FITTINGS ARE NOT PERMITTED.
- D. Fittings for electrical metallic tubing shall be compression type, made of steel, with case hardened locknuts and nylon insulated throats, Thomas & Betts Series 5120, 5123; or steel set screw fittings with nylon insulated throat, case hardened locknut, and zinc chromate finish, Thomas & Betts 5030 or 5031. ZINC DIE CAST FITTINGS ARE NOT ACCEPTABLE. Fittings equal to those specified above as manufactured by Midwest, Raco, or Appleton are acceptable.
- E. All PVC rigid conduit, fittings, and cement shall be produced by the same manufacturer. All joints shall be solvent welded in accordance with manufacturers' recommendations. All PVC conduit shall be schedule 40.
- F. Strain relief cord grip connectors shall be oil and water resistant, with a neoprene bushing, Thomas & Betts Series 2631, or approved equal.
- G. To insure continuity of ground and improved conductivity, use Kopr-Sheild compound, Series CP-8 as manufactured by Thomas & Betts, or approved equal, on all threaded joints.
- H. Provide junction boxes or pull boxes where shown and where necessary to avoid excessive runs or too many bends between outlets.

- I. Approved Appleton, Crouse-Hinds, or O.Z. Manufacturing Company Type "AX" expansion fittings shall be installed in all rigid conduit, and E.M.T. which passes through an expansion joint.

- J. Approved conduit manufacturers are:

RIGID, IMC OR FLEXIBLE CONDUIT
Allied, Sheraduct, Republic,
Triangle, Wheatland, Youngstown

FLEXIBLE CONDUIT (PVC COVER)
Anaconda "Sealite", Robroy

ELECTRICAL METALLIC TUBING
Steeltubes, National, X-duct, Jr.,
Weatland, Allied, Triangle,
Youngstown

PLASTIC PVC
Carlon Schedule 40

2.3 FLEXIBLE CONDUIT:

- A. FLEXIBLE STEEL CONDUIT (NO COVER): Flexible steel conduit shall be used in making short flexible connections from outlet boxes to recessed lighting fixtures. Flexible steel conduit serving lighting fixtures shall be 72" in length. Flexible steel conduit serving other equipment (this does not include switches or receptacles) shall be as short as possible, but shall have a minimum length of 12".
- B. PVC EXTRUDED COVER FLEXIBLE CONDUIT: Only PVC extruded cover flexible conduit will be permitted for use in making up short flexible connections to dry-type transformers, rotating or vibrating machinery, kitchen equipment, or equipment where exposed to moisture. The flexible conduit at these locations shall be as short as possible, but shall have a minimum length or 12".
- C. A green stranded bonding jumper shall be installed inside all flexible conduits. Provide a junction box at the transition from rigid to flexible.

2.4 INSULATING BUSHINGS:

- A. All rigid conduit 1" and larger terminating in cabinets, panel boxes, pull boxes, and similar boxes shall have insulating bushings or grounding bushings.

2.5 CONDUIT PROTECTION:

- A. Conduits, for electrical service entrance conductors or feeders, installed in the ground, either outside or beneath the building, shall be spaced a minimum of 7.5" on center with a minimum depth to the top of electrical duct banks shall be 30". All threaded joints in conduit that is encased in concrete shall have U.L. listed joint compound applied to be watertight.

- B. Conduits for branch circuits outside the building not beneath driveways or parking areas may be direct buried without concrete encasement. The maximum depth to the top of direct buried conduits shall be 36".
- C. Conduit run in any slab shall be above the bottom steel and below the top steel. No conduit runs shall be spaced less than 3" apart.
- D. For all conduits and conduit duct banks installed in the ground outside the building, provide identifying marker tape the entire length of each conduit or duct bank. The tape shall be constructed of inert polyethylene, resistant to acids, alkalies, etc., in the soil, and shall be a minimum 4 mil thickness. The tape shall be yellow, 6" wide, and shall have the words "CAUTION ELECTRIC LINE BURIED BELOW," imprinted with contrasting permanent ink. The imprint shall repeat itself for the entire length of the tape. The tape shall be buried at a maximum of 18" below finished grade, above a portion of the earth fill above the conduit or concrete encasement.
- E. Conduit shall be secured in place and protected to prevent damage to work during construction. The ends of all conduit and conduit fittings shall be plugged to avoid filling with plaster, etc. All conduit shall be blown out and swabbed clear of water and trash prior to pulling wire.

2.6 CONCRETE:

- A. Concrete for underground conduit protection and conduit duct banks shall be a minimum of 3000 P.S.I. mix.

2.7 CUTTING AND PATCHING:

- A. Provide sleeves for conduit, cables, and busways accurately before concrete floors are poured, or set boxes on the forms so as to leave openings in the floors in which the required sleeves can be subsequently located; in which case fill in the concrete voids around the sleeves.
- B. Should the contractor neglect to perform this preliminary work and should cutting be required in order to install conduit, cables, busway, or equipment, then the expense of the cutting and restoring of surfaces to their original condition shall be borne by this Contractor.

2.8 PENETRATIONS:

- A. Where any electrical item such as conduit, cable, telephone cable, etc., penetrates a wall, floor, or ceiling, the original integrity of the respective wall, floor, or ceiling shall be restored. The fireproof rating of the sealant used shall have an equal or better rating than the original fire separation material.
- B. All openings provided for future conduit or future cable shall be sealed.
- C. The penetrations shall be sealed with the original material or a U.L. listed fitting designed for that purpose.

2.9 BELOW GRADE CONDUIT AND CABLE SEAL

- A. The seal for either conduit or cable below grade shall form a reliable, lasting seal between building outside and shall be able to withstand pressures to a

minimum of 50 feet head of water. The below grade seals shall be sized for the particular application.

2.10 THREADED JOINT COMPOUND:

- A. Threaded joint compound shall be corrosion inhibiting compound that is electrically conductive under pipe joint pressure. The compound shall be Thomas & Betts "KOPR-SHIELD", or approval equal.

2.11 SMOKE AND FIRE STOP FITTINGS:

- A. Smoke and Fire Stop Fittings shall be U.L. listed for that purpose. The fittings used to seal conduit either on the outside of the conduit or cable or internally shall have heat activated intumescent material which expands to fill all voids with an hourly fire-rating equal to or higher than the rating of the floor or wall through which the cable or conduit passes. The seals for conduit shall be of the flanged type.

3.0 EXECUTION:

3.1 INSTALLATION:

- A. Conduit shall be continuous from outlet to outlet, from outlet to panelboard cabinet, junction box, and/or pull box. Conduit shall enter and be secured to all boxes, etc., in such a manner that each system will be electrically continuous from service to all outlets. All conduit from panelboard cabinets and junction boxes shall terminate in approved outlet boxes or conduit fittings. Conduit connection to any box which has no threaded hub for its reception shall be double locknotted.
- B. In general, the conduit installation shall follow the layout shown. However, this layout is diagrammatic only; where changes are necessary due to structural conditions, other apparatus, or other causes, such changes shall be made without any additional cost to the Owner. Offsets in conduit are not indicated, and must be provided as required.
- C. At couplings, conduit ends shall be threaded so they meet in the coupling. Right and left couplings shall not be used; conduit couplings of the Erickson type or approved equal shall be used at locations requiring such joints.
- D. Where conduit is installed in outdoor or indoor locations where exposed to continuous or intermittent moisture, connections at enclosures shall provide a liquid-tight seal. The sealing hub fittings shall be of steel or malleable iron, with a recessed sealing "O" ring and a nylon insulated throat, Thomas & Betts Series 370. All conduit and cable, telephone or otherwise, which extend from the interior to the exterior below grade shall be sealed with a fitting designed for that particular use so as to be watertight.
- E. Minimum size conduit for branch circuits shall be 1/2". Home run conduits for lighting branch circuits and receptacle branch circuits shall be 3/4" minimum size. Home runs shall extend from outlets shown to panel designated.
- F. No bends will be permitted with a radius less than six (6) times the diameter or the conduit, and not more than 90 degrees.

- G. All conduit shall be concealed in wall, in or below floors, or above ceiling unless otherwise directed or indicated. Concealed conduit shall be supported from the building construction at intervals not exceeding 8'-0". Concealed conduit above the ceiling shall be supported independent of ceiling construction. Where ceiling of the lay-in type are used, conduit must be installed high enough to permit removal of ceiling panels and lighting fixtures.
- H. Where conduit is expressly shown to be run exposed, the conduit shall be supported at intervals not exceeding 8'-0" with straps and wood screws for wood construction, machine screws for metal construction, and expansion bolts for masonry construction. Exposed conduit in finished spaces that pass through walls or ceilings shall be provided with chrome plated escutcheons. Run exposed conduit, where permitted by this specification, parallel or at right angles to building walls and ceiling and support from walls or ceiling with approved galvanized iron clamps or hangers. Devices attached to masonry or slabs shall be secured with inserts and bolts or lead expansion sleeves. Provide a support at each outlet box, at each conduit elbow, and at each junction box.
- I. The conduit sizes shown may be increased if desired to facilitate the pulling of cables.
- J. Where devices are supplied from conduit in or below floor slabs, the conduit shall be stubbed up the specified height at the location shown and the masonry wall built-up around the conduit by cutting the webs of the concrete blocks.
- K. Where two (2) or more conduits are run parallel and adjacent, they shall be installed on gang hangers.
- L. Conduit embedded in concrete which is in contact with the earth, and conduit installed outside the building below grade shall be rigid steel conduit, IMC, or Schedule 40 PVC. Conduit elsewhere shall be EMT unless specified or noted otherwise.

4.0 OUTLET BOX AND JUNCTION BOXES

4.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

4.2 LOCATION OF OUTLETS:

- A. Unless specifically indicated, all outlets are located diagrammatically on the drawings. Reference shall be made to architectural and mechanical plans for the exact location of all outlets. Outlets shall be located so that they will be symmetrical with architectural details and power outlets shall be so located as the properly serve the equipment.

4.3 OUTLET BOXES:

- A. Provide all outlet boxes for lighting fixtures, wall switches, wall receptacles, telephone, etc., galvanized steel for concealed work, or cast type boxes, as specified. Provide cast ferrous alloy outlet boxes for all surface mounted wall switches and receptacles. Utility boxes are not acceptable.

4.4 JUNCTION BOXES AND PULL BOXES:

- A. Furnish and install junction boxes as required to facilitate installation of the various conduit systems and as required by the N.E.C.

5.0 OUTLET BOXES:

- A. Outlet boxes used in rigid conduit work exposed to weather shall be cast ferrous alloy type. Outlet boxes for vapor-tight lighting fixtures shall be cast corrosion resistant type.
- B. Outlet boxes in ceiling, and in plastered or gypsum stud walls, shall be 4" octagonal, 4" square, or 4-11/16" square boxes. Plaster covers 1/2" in height shall be installed on boxes and walls, columns and in acoustical tile ceilings. Boxes in concrete slab ceiling shall be concrete type.
- C. Outlets at origins of "home runs" to panelboards shall be 4-11/16" square outlet boxes.
- D. Outlet boxes recessed in unplastered concrete block walls and partitions shall be designed especially for installation in block and tile walls and partitions. Single-gang or multi-gang square cornered masonry boxes shall be used for one or more devices at the termination of a conduit run. Conventional 4" octagonal or 4-11/16" square boxes fitted with square tile covers of proper depth for concrete block shall be used where two or more conduits enter a box.
- E. Wall and column telephone outlets shall be 4" square, with 1/2" hole single device plaster cover.
- F. Flush mounted outlet boxes in all exposed masonry walls shall be RACO or Steel City masonry or thru – the – wall boxes or shall be 4" square boxes with series 52 – C –49 –N. The boxes and box covers shall have square edges, and shall have the device mounting holes inside the box.
- G. Stamped steel outlet boxes shall be manufactured by Appleton Electric Company, RACO Manufacturing Company, or Steel City Electric Company.

5.1 DEVICE BOXES:

- A. Devices boxes shall be minimum 3"H x 2"W x 2-3/4"D per gang, Same manufacture as outlet boxes.

5.2 JUNCTION BOXES AND PULL BOXES:

- A. Furnish and install all junction boxes required to facilitate the installation of the various conduit systems. Furnish and install all support boxes required for vertical riser, each shall have Red Seal type VCC or approved equal cable supports as required by Article 300-19, N.E.C.
- B. All junction and pull boxes shall be accessible with covers designed for quick removal. Where boxes are required to occur above a nonaccessible furred ceiling in a finished area, the removable cover shall be flush with the finished ceiling. The exact location shall be approved by the Architect.

5.3 INSULATED BUSHING:

- A. Insulating bushings shall be used in all pull boxes, tap boxes, and switches where conductors are larger than No. 6 AWG.

5.4 OUTLET LOCATIONS:

- A. The location of any outlet may be moved ten feet with the prior approval of the Architect and before it is installed, without any additional expense to the Owner.
- B. This contractor shall check the location of all wall outlets including light fixtures, receptacles, and switches, to verify that the outlets will clear any wall fixture, shelving, work tables, sinks, or similar equipment that will be installed.
- C. Outlets occurring in architectural features shall be accurately centered in same. Install wall switch outlets on the STRIKE SIDE of doors with coverplates clearing door trim.
- D. Outlet boxes in partitions shall NOT be set back to back. Boxes set side by side facing separate rooms or spaces, shall be nipped together by offset nipples. After conductors are pulled, the nipples shall be tightly packed with insulation to prevent sound transmission.
- E. The drawings are intended to show the locations of outlets, devices, fixtures and arrangement and control of circuits only. Exact locations shall be determined by actual measurement at the building and/or by reference to the architectural drawings.
- F. Outlet boxes shall be provided with 3/8" fixture stud to support light fixtures. Outlet boxes shall be firmly anchored to structural members of the building, using wood screws for wood construction, bolts for steel construction, and expansion bolts secured in place with cement mortar for masonry construction. Ceiling outlets flush in furred acoustical tile ceiling construction for surface or pendent mounted lighting fixtures shall be 4" square or octagonal pressed steel boxes supported from the building structure independent of the ceiling construction. For outlet boxes location between steel studs, provide Caddy No. BHA; and adjacent to studs, provide Caddy No.MSC.
- G. Provide plaster rings for all boxes set in plaster ceilings or walls.
- H. Junction boxes shall be provided with blank covers. Covers on ceiling outlets shall be round, and shall be painted to match ceilings. Covers on wall junction boxes shall be of size and finish as used on switch and receptacle outlets.
- I. All outlet boxes shall be flush mounted within the wall regardless of wall construction, unless they are specifically shown as being used with exposed conduit. Cuts for outlet boxes in masonry walls shall be made so that the coverplate will completely cover the cut. The edge of all outlet boxes shall be flush with the surface in which they are recessed. The devices that fit into the outlet boxes shall be screwed tight before the coverplate is installed, and the coverplate shall NOT be used as a means of tightening the devices in place.
- J. Where outlets are shown as being adjacent and different mounting heights are specified for each they shall be mounted ONE DIRECTLY over the other, on the center line of the group or on the center line of the room or wall.

- K. The mounting height of all wall outlets is indicated on the architectural or electrical plans. The mounting height is from finished floor to the centerline of the device or outlet. The contractor may, with the Architect's approval on the job, slightly vary the mounting height of wall outlet so that the outlet box, top or bottom occur at a masonry joint.

END OF SECTION

SECTION 26 0553

IDENTIFICATION

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 IDENTIFICATION:

- A. Identify each switch or circuit breaker, including main switches or circuit breakers, disconnect switches, panelboards, contactors, transformers, etc. with a nameplate indicating load served and feeder designation, or equipment name, as appropriate.

2.0 PRODUCTS

2.1 MATERIAL:

- A. Provide a black finish, white core Bakelite nameplate for 120 and 208 volt feeder switches, panelboards, disconnect switches, feeder breakers, circuit breakers, contactors, transformers, etc.
- B. Bakelite nameplates shall have 3/8" high engraved letters.
- C. Each panelboard shall be provided with a directory frame on inside of cabinet door. A neat carefully type-written directory card, identifying each branch circuit served shall be placed in the frame, under clear plastic cover. Spares shall be noted in pencil.

3.0 EXECUTION

3.1 INSTALLATION:

- A. Nameplates for surface mounted equipment shall be installed on the exterior of equipment with sheet metal screws.
- B. Nameplates for flush or recessed mounted equipment shall be installed on the inside of the panel door or cover with epoxy cement.

END OF SECTION

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SECTION 26 2400

PANELBOARDS

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 APPARATUS:

- A. All apparatus and equipment specified hereinafter in this Section fully conform to current standards of NEMA to the extent applicable to each type and class of equipment and apparatus described; and individually bear the seal of the Underwriter's Laboratories.
- B. To the maximum extent feasible, all such apparatus and material shall be of one and the same manufacturer.
- C. The type, classes, and catalog numbers hereinafter stated, and employed are to establish the class and quality of apparatus and equipment required for this work. In general, all catalog numbers given are Square "D" Company; however, apparatus and equipment effectively equal in all respects to that described as manufactured by ABB/General Electric or Eaton/Cutler Hammer shall be acceptable.

2.0 PRODUCTS

2.1 PANELBOARDS:

- A. Panelboards shall be of the automatic circuit breaker type, factory assembled by the manufacturer of the circuit breakers. Panelboards shall be new and the manufacturer's latest standard catalogued design. Panelboards shall be the product of the same manufacturer as the cabinets and shall bear UL labels.
- B. Panelboards shall be for service voltage with number of branch circuits of capacity scheduled. Unless otherwise indicated, panels and sections thereof shall have main lugs only of capacity equal to or greater than the rating or setting of the over current protective device next back on line.
- C. Panelboard Boxes shall be constructed of code gauge steel, 20" minimum width by 5-3/4" deep. Panels having through feed shall have 8" bottom and side gutters.
- D. Panelboard trims shall be flush or surface type as scheduled on the plans, constructed of code gauge steel, finished with rust inhibiting prime coat and baked enamel finish. Trims to be complete with indicating adjustable trim clamps, door with chromium plated combination cylinder lock and catch, and directory of glass or clear plastic. All locks shall be keyed alike. Directory to be type-written with spares indicated in pencil. All panel trims shall have an angle bracket welded to the back near bottom to support the weight of the trim. Trims exceeding 48" in height shall vault handle and three point latch system. The trims on all flush mounted 20" wide panels shall have trim clamps and hinges concealed when the door is closed. Trims shall not be removable with the door in the locked position.

- E. Circuit breakers shall be thermal and magnetic molded case type quick-make and quick-break bolt on manual and on automatic operation. Breakers shall be of the over-the-center toggle operating type, with the handle going to a position between "ON" and "OFF" to indicate automatic tripping. All multi-pole breakers shall have internal common trip, and have all load side connectors of the same gutter.
- F. 208/120 volt, 3 phase, 4 wire panel-boards shall be square "D" type NQOD, or approved equal. Circuit breakers in panelboards shall have interrupting capacity as scheduled. Breakers intended to interrupt more than 5,000 amperes shall be labeled to conform to N.E.C. Article 240-83 (c). Circuit breakers used as switches for lighting circuits shall be approved for such switching duty. Low voltage panels shall have main breakers as scheduled on the drawings. Panelboard bussing shall be silver-plated copper. No aluminum allowed.
- G. Special panelboard arrangements shall be provided as indicated on the drawings.

END OF SECTION

SECTION 26 2726

WIRING DEVICES

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 SWITCHES, RECEPTACLES & COVERPLATES:

- A. Provide switches, receptacles, and coverplates as indicated on the plans and as specified herein.
- B. Color of devices shall be white installed with satin finish stainless steel coverplates. Asterisk (*) in catalog number indicates color selection required.

2.0 PRODUCTS

2.1 SWITCHES:

- A. Single pole toggle – Hubbell No. 1201*.
- B. Three – way toggle – Hubbell No. 1203*.
- C. Surface or flush mounted manual starters (with Overload protection) for fractional horsepower motors shall be square “D” Type FSJ-1P (flush) or Type FG-1P (surface).
- D. “Remote Start – Stop” push button stations shall be mounted in NEMA 1 enclosures and shall be Square “D” Heavy – Duty Class 9001. Push button stations to be grouped or ganged shall be mounted in a NEMA 1 sheet steel enclosure.
- E. Wiring devices equal to those described above as manufactured by Arrow Hart, Slater, Leviton, or Pass & Seymour are acceptable.

2.2 RECEPTACLES:

- A. Duplex receptacles shall be 15 Amp., 125V, tamper proof, Hubbell No. 5252*.
- B. Dedicated circuit receptacles shall be 20 Amp., 125V, tamper proof, Hubbell No. 5352*.
- C. Isolated ground receptacles shall be 20 Amp., 125V, tamper proof, Hubbell No. IG-5362. Outlet shall be solid orange.
- D. Special receptacles as noted on drawings.
- E. Ground fault circuit interrupter receptacles shall be duplex, shall provide Class A (5 ma sensitivity) GFIC protection and shall be the feed – through type, Slater No. SIR-20F.

- F. Wiring devices equal to those described above as manufactured by Arrow Hart, Slater, Leviton, or Pass & Seymour are acceptable.

2.3 FLUSH FLOOR OUTLETS:

- A. Contractor shall refer to drawings for description of flush floor outlets.
- B. Power floor outlets shall have gray duplex receptacles.

2.4 COVERPLATES:

- A. Color of coverplate shall be satin finish stainless steel.
- B. Coverplates for surface mounted devices shall be formed steel with cadmium plating, Sierra "H" Series, or approved equal.
- C. Coverplates shall be manufactured by Hubbell, Leviton, Pass & Seymour, Sierra.

3.0 EXECUTION

3.1 INSTALLATION:

- A. Where more than one device is indicated at a location, the devices shall be mounted in combined sectional gang boxes and covered jointly by a common plate.
- B. Light switches shall be installed on the strike side of doors as actually installed; advise Architect where drawings contradict.
- C. The Architect reserves the right to relocate any wiring device up to a distance of ten feet from the location shown, before rough – in, without additional cost.
- D. All junction boxes, outlet boxes, sectional switch boxes, utility boxes, etc., shall be covered with a finished coverplate unless specifically noted otherwise.
- E. Contractor shall not install coverplates until after the first job visit by the Architect or Electrical Engineer.

END OF SECTION

SECTION 26 2813

FUSES

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 APPARATUS:

- A. All apparatus and equipment specified hereinafter in this Section fully conform to current standards of NEMA to the extent applicable to each type and class of equipment and apparatus described; and individually bear the seal of the Underwriter's Laboratories.
- B. To the maximum extent feasible, all such apparatus and material shall be of one and the same manufacturer.
- C. The type, classes, and catalog numbers hereinafter stated, and employed are to establish the class and quality of apparatus and equipment required for this work. In general, all catalog numbers given are Bussman; however, apparatus and equipment effectively equal in all respects to that described as manufactured by Littlefuse, or Mersen. No exceptions.

2.0 PRODUCTS

2.1 FUSES:

- A. Provide all fuses. All fuses shall be of the same manufacturer. All fuses shall be of the high interrupting rating, current limiting type and manufactured by Bussman or Gould-Shawmut. Fuses shall be provided for each fuse cutout and the specified quantity of fuses shall be furnished for spares.
- B. Circuits 0 to 600 ampere shall be protected by rejection type, current limiting BUSSMAN LOWPEAK Dual Element Fuses LPN-RK (250 volts) or LPS-RK (600 volts). All dual-element fuses will have separate over-load and short -circuit elements. Fuse shall incorporate element having a 284 degree F. melting point alloy and shall be independent of the short-circuit clearing chamber. The fuse must hold 500% of rated current for a minimum of 10 seconds and be listed by Underwriters Laboratories Inc., with an interrupting rating of 100,000 amperes RMS symmetrical. The fuses shall be UL Class RK-1.
- C. Circuits 601 to 6000 ampere shall be protected by current limiting BUSSMAN HI-CAP Time Delay Fuses KRP-C. Fuses shall employ "O" rings as positive seals barrel. The terminals shall be peened. Fuses shall be time-delay and must hold 500% or rated current for a minimum of 4 seconds, clear 20 times rated current in .01 seconds or less and be listed by Underwriters Laboratories, Inc. with an interrupting rating of 100,000 amperes RMS symmetrical. The fuses shall be UL class L.

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- D. Spare fuses: Provide and turn over to the Owner or Owner's representative a minimum of one (1) set of spare fuses (set consisting of three fuses) for each type and rating of fuses installed. When the number installed exceeds five (5) sets, provide an additional spare set of fuses for each five (5) or fraction thereof.
- E. Provide a cabinet in which to store all spare fuses. Bussman Catalog No. SFC.

END OF SECTION

SECTION 26 2816
DISCONNECT SWITCHES

1.0 GENERAL

1.1 RELATED DOCUMENTS:

- A. The General and Supplementary Conditions, and General Requirements (Division 1), apply to the work specified in this Section.

1.2 APPARATUS:

- A. All apparatus and equipment specified hereinafter in this Section fully conform to current standards of NEMA to the extent applicable to each type and class of equipment and apparatus described; and individually bear the seal of the Underwriter's Laboratories.
- B. To the maximum extent feasible, all such apparatus and material shall be of one and the same manufacturer.
- C. The type, classes, and catalog numbers hereinafter stated, and employed are to establish the class and quality of apparatus and equipment required for this work. In general, all catalog numbers given are Square "D" Company; however, apparatus and equipment effectively equal in all respects to that described as manufactured by ABB/General Electric or Eaton/Cutler Hammer shall be acceptable.

2.0 PRODUCTS

2.1 DISCONNECT SWITCHES

- A. Sub-feeder switches and disconnect switches shall be "Heavy-Duty" rated, except as otherwise noted, and in damp locations or exposed to the weather shall be NEMA 3R (Raintight). Disconnect switches shall be horsepower rated for the motor or load actually installed.
- B. Disconnect switches for single phase motors sized 1 horsepower and below shall be Square "D" No. KG-1 for dry locations and No. KW-1 for damp locations or where the switch will be exposed to the weather.
- C. All disconnect switches shall have factory installed provisions for padlocking in either the "ON" or "OFF" position.
- D. Unless otherwise noted, disconnect switches shall be of the same manufacture as the main switchboard and panelboards.
- E. All switches shall have nameplates as specified in another Section of this specification.

END OF SECTION

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