

**BID DOCUMENTS AND SPECIFICATIONS**

**FOR:**

**CITY OF SALEM**

**CITY OF SALEM MUNICIPAL BUILDING  
FIRST FLOOR FIT-OUT**

**125 WEST BROADWAY, SALEM, NEW JERSEY 08079**

**CITY OF SALEM**

**17 NEW MARKET STREET, SALEM, NEW JERSEY 08079  
SALEM COUNTY, NEW JERSEY**

**PREPARED BY:**



304 White Horse Pike, Haddon Heights, NJ 08035  
(856) 546-8611 • Fax (856) 546-8612

**September 26, 2023**



**Steven M. Bach, PE, RA, PP, CME  
New Jersey Professional Engineer  
License Number 41507  
Bach Project No.: SC2023-01**

## **PROJECT DIRECTORY**

### **OWNER**

City of Salem  
17 New Market Street  
Salem, New Jersey 08079  
Telephone: (856) 935-0373

### **ARCHITECT**

Bach Associates, PC  
304 White Horse Pike  
Haddon Heights, New Jersey 08035  
Telephone: (856) 546-8611  
Fax: (856) 546-8612

## NOTICE TO BIDDERS

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by **City of Salem** for **City of Salem Municipal Building First Floor Fit-Out** project in Salem, Salem County, New Jersey.

Bid forms, contracts and specifications are on file at the office of Bach Associates, PC, 304 White Horse Pike, Haddon Heights, New Jersey 08035.

Said Bids will be received at the **City of Salem, Clerks Office, 17 New Market Street, Salem, New Jersey 08079**, on **November 2, 2023 @ 10:00 AM** prevailing time, and opened and read aloud in the conference room.

A site visit is scheduled for **October 5, 2023 @ 10:00 AM** prevailing time at the project location, 125 West Broadway, Salem, New Jersey 08079. This site visit is not mandatory.

Deadline for submission of bidder questions to Bach Associates is **October 12, 2023 @ 4:00 PM**.

Bid forms, contracts and specifications can be reviewed at no charge at the office of Bach Associates PC, 304 White Horse Pike, Haddon Heights, New Jersey 08035. Hard copies of the bid forms, contracts and specifications may be purchased from Bach Associates, PC, by prospective bidders upon request, upon payment of the sum of \$40.00 (nonrefundable) for each package, payable to Bach Associates, PC. Digital copies of the bid forms, contracts and specifications maybe requested by emailing [Bids@bachdesigngroup.com](mailto:Bids@bachdesigngroup.com), provide **City of Salem Municipal Building First Floor Fit-Out** in the subject line. If shipping of Bid Documents is requested, bidders shall provide a direct shipping account number and provide a \$25.00 (nonrefundable) fee for postage and handling.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS, EITHER BY MAIL OR IN PERSON.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

**City of Salem** reserves the right to consider the bids for sixty (60) days after the receipt thereof, during which time no bids may be withdrawn, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality and make such awards or take action as may be in the best interest of **City of Salem**.

Bids must be on the bid form prepared by Bach Associates, PC, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to **Ms. Mandy L. Renner, CMR., Deputy Clerk, City of Salem, 17 New Market Street, Salem, New Jersey 08079**.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by **City of Salem** in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid, in accordance with N.J.S.A. 18A:18A-24, naming as payee or obligee, as applicable, **City of Salem** to be applied in the event that the bidder would default on the bid or in providing the required bonds and insurance certificates. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by **City of Salem** in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by **City of Salem** in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963, C. 150 (New Jersey Prevailing Wage Act) and 42 U.S.C. 12101, et. seq. (Americans with Disabilities Act of 1990).

The contractor is further notified that he must comply with P.L. 1977, C. 33, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with P.L. 1999, C. 238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with P.L. 2004, C. 57 and submit proof of business registration and submit proof of business registration for any named subcontractor's in accordance with the act.

Sealed bids for this project are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et. seq.

This contract is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.

This contract is subject to the provisions of P.L. 1975, Chapter 127, NJAC 17:27 Laws Against Discrimination.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of **City of Salem**, is the lowest responsible bidder and to waive such informalities as may be permitted by law.

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to the requirements of N.J.S.A. 19:44A-20.27 (New Jersey "Pay-To-Play" Law) if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

By Order of the City of Salem  
Ms. Mandy L. Renner, CMR., Deputy Clerk

Dated: September xx, 2023

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END OF DOCUMENT

**CITY OF SALEM**  
**CITY OF SALEM MUNICIPAL BUILDING FIRST FLOOR FIT-OUT**  
125 West Broadway, Salem, New Jersey 08079  
Telephone: (856) 935-0373

DATE September 26, 2023

Bid No. and Title: City of Salem Municipal Building First Floor Fit-out

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BIDS MUST BE RETURNED NO LATER THAN 10 O'CLOCK, PREVAILING TIME

ON Thursday, November 2, 2023 TO THE CITY OF SALEM, CLERKS OFFICE, 17  
NEW MARKET STREET, SALEM, NEW JERSEY 08079.

1. PRICES MUST INCLUDE DELIVERIES SET FORTH HEREIN.
2. Quotations must be made on these sheets. City of Salem is not responsible for any expenses incurred by any firm in preparing or submitting a bid proposal.
3. Prices may be submitted on any or all of the items listed unless otherwise specified. Award will be made on the basis of the lowest responsible bid on each item or on an aggregate basis, whichever is in the best interest of the City of Salem.
4. Insert NET UNIT PRICES. Bids must be firm for a minimum of 60 days. Contract prices may not be increased during the term of the contract.
5. The City of Salem is exempt from sales tax.
6. The City of Salem reserves the right to accept or reject any part or parts of the responses to this bid in accordance with law.
7. To the extent that any of these instructions directly contradict the bid specifications, the bid specifications shall prevail.
8. Regardless of any language to the contrary, the City of Salem shall not be responsible for the payment of any interest or late fees.
9. Bid forms, contracts and specifications can be reviewed at no charge at the office of Bach Associates PC, 304 White Horse Pike, Haddon Heights, NJ 08035. Hard copies of the bid forms, contracts and specifications may be purchased from Bach Associates, PC, by prospective bidders upon request, upon payment of the sum of \$40.00 (nonrefundable) for each package, payable to Bach Associates, PC. Digital copies of the bid forms, contracts and specifications maybe requested by emailing [Bids@bachdesigngroup.com](mailto:Bids@bachdesigngroup.com), provide **City of Salem Municipal Building First Floor Fit-Out** in the subject line. If shipping of Bid Documents is requested, bidders shall provide a direct shipping account number and provide a \$25.00 (nonrefundable) fee for



postage and handling.

Deadline for submission of bidder questions is Thursday, October 12, 2023 @ 4:00 PM, all questions shall be submitted via email or in writing to the office of the Architect / Engineer, Bach Associates, PC, 304 White Horse Pike, Haddon Heights, New Jersey 08035 to the attention of:

Dirk Muits III, AIA, NCARB  
Vice President of Architecture  
dmuits@bachdesigngroup.com  
Tel: (856) 546-8611  
Fax: (856) 546-8612

All addenda are issued by the Architect / Engineer. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the bid specifications. Such specifications may or may not be complete. The City of Salem is not responsible for third party supplied bid specifications.

10. Bidders are required to comply with the requirements of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.25 et seq.) regarding prevailing wages, where applicable.
11. Bidders are hereby noticed that the City of Salem shall correct certain types of clerical errors if found in submitted bids. For example, if the quantity needed or the standard unit of measurement used, times the unit price, is incorrectly calculated in reaching a total or final price, the City of Salem will correct the computational mistake.

WE SUBMIT HERewith our prices as indicated on the following bid.

Submitted on Nov. 02, 2023 BY Aliano Brothers General Contractors, Inc.  
(Name of Company)

Fax No. (856) 794-9492 PER \_\_\_\_\_  
(Signature and Title of Philip Aliano, Vice President  
Authorized Representative)

E-Mail: bids@alianoconstruction.com Phone No. (856) 794-9490

## BIDDER'S CHECKLIST

**THIS BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

1. Bid Guarantee deposit in the form of a certified check, cashier's check or bid bond. See Paragraph 4.1 and **Exhibit A. (Must be submitted with bid)** \_\_\_\_\_
2. Certificate from a Surety Company or Financial Institution stating that if bid is accepted they will provide the required performance bond or Letter of Credit. See Paragraphs 4.2, 8.1 and 8.2, and **Exhibits B, C, and D. (Must be submitted with bid)** \_\_\_\_\_
3. Statement of Corporate Ownership listing the names and addresses of all individuals owning ten percent (10%) or more of corporation or partnership stock. See **Exhibit E. (Must be submitted prior to or with bid)** \_\_\_\_\_
4. Non-collusion Affidavit properly notarized. See **Exhibit F.** \_\_\_\_\_
5. Debarment Certification Form. See **Exhibit G.** \_\_\_\_\_
6. Construction Subcontractor Disclosure Requirements
  - a. Disclosure of subcontractors. See Paragraph 24 and **Exhibit H. (Must be submitted with bid)** \_\_\_\_\_
7. Proof of compliance with the State Contractor Business Registration Program. See Paragraph 28. \_\_\_\_\_
8. Americans with Disabilities Act of 1990 Form, pursuant to 42 U.S.C. 12101 (et. seq.) See **Exhibit I.** \_\_\_\_\_
9. Acknowledgement of Receipt of Addenda, whether or not issued. See Paragraph 29 and **Exhibit J. (Form must be submitted with bid)** \_\_\_\_\_
10. Background Questionnaire. See **Exhibit K.** \_\_\_\_\_
11. Questionnaire on Supply/Service Contracts. See **Exhibit L.** \_\_\_\_\_
12. Affirmative Action Questionnaire with available evidence submitted. See Paragraph 5 and **Exhibit M.** \_\_\_\_\_
13. Mandatory Equal Employment Opportunity Language. See **Exhibit N.** \_\_\_\_\_

**[BIDDER'S CHECKLIST CONTINUED ON NEXT PAGE]**

- |     |  |                        |
|-----|--|------------------------|
| 14. | Affirmative Action MBE/WBE Tracking Form. See Paragraph 5 and <b>Exhibit O</b> .   | _____                  |
| 15. | Uniformed Law Enforcement Officer requirement form. <b>Exhibit P</b> .   | _____ <u>N/A</u> _____ |
| 16. | Prohibited Russia-Belarus Activities and Iran Investment Activities. See <b>Exhibit Q</b> .<br><b>(Must be submitted prior to or with bid)</b> | _____                  |
| 17. | Proof of compliance with The Public Works Contractor Registration Act, if applicable. See Paragraph 22.<br>(Must be submitted with bid).       | _____                  |
| 18. | Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u> . See <b>Exhibit R</b>                           | _____                  |

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Aliano Brothers General Contractors, Inc.

By Authorized Representative:

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

Print Name and Title: Phil Aliano, Vice President

Date: November 02, 2023

## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT, OPENING, WITHDRAWAL OF BIDS, AND FAILURE TO RESPOND**

- 1.1** Sealed Bids will be received by the City of Salem on the date, time, location and in the manner as listed in the advertisement.
- 1.2** Bids must be received at the City of Salem no later than the due date and time indicated therein. It is recommended that bids be hand delivered to that department. The City of Salem assumes no responsibility for delays in any form of courier or mail order delivery service causing the bid to be received at the **department stipulated** later than the due date and time. All late bids will be rejected in accordance with the law.
- 1.3** Any bid may be withdrawn prior to the time for openings of bids or the authorized postponement thereof. Any bid received after the opening of bids will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual opening thereof.

### **2. QUALIFICATION OF BIDDERS**

- 2.1** The City of Salem may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Salem all such information and data for this purpose as the City of Salem may request. The City of Salem reserves the right to reject any bids if the evidence submitted by, or investigation of such bidder, fails to satisfy the City of Salem that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

### **3. PREPARATION OF BID**

- 3.1** **Bids must be submitted on the prescribed form.** The bidder shall fill in all blank spaces in ink or by typewriter, both in words and figures. Bids must be signed in ink by authorities with capacity to legally bind the bidder to its bid proposal.
- 3.2** Each bid shall be based upon the plans and specifications prepared by the City of Salem. The bidder accepts the obligation to become familiar with the City of Salem Municipal Building First Floor Fit-Out plans and specifications.
- 3.3** Each bid must list the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State of Incorporation and must contain the signature and designation of the President, Secretary or other person authorized to bind the corporation in the matter. When requested by the City of Salem, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- 3.4** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the bid documents, or irregularities of any kind, may be rejected by the City of Salem. Any changes, white-outs, strike-outs, etc. on the proposal page must be clear as to meaning and initialed by the person responsible for signing the bid.
- 3.5** The City of Salem reserves the right to reject any or all bids or to waive any informalities in the bids received as permitted by law.
- 3.6** All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address and subject and title of the specifications. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed as set forth in the advertisement. The City of Salem assumes no responsibility for mailings not received on time at the department stipulated in the advertisement to receive bids. It is therefore recommended that bids be hand delivered.
- 3.7** Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications whether or not such requirement is specifically set forth. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully pre-paid by the contractor F.O.B. destination and placement at locations specified by the City of Salem. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when single shipment is ordered.
- 3.8** Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the City of Salem and subject to the City of Salem's customary billing procedures.
- 3.9** The City of Salem reserves the right to grant up to three (3) business days additional time to bidders after the bid opening to provide the following documents required by the bid specifications:
- a. Non-collusion affidavit. See **Exhibit F**;
  - b. Debarment Certification Form (Certification regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions). See **Exhibit G**.

Such additional time may not in any way affect the price or cost of the bid. All other documents required by the bid specifications must be submitted at the time of the bid opening specified herein or in accordance with law.

#### 4. BID BOND/CONSENT OF SURETY OR LETTER OF CREDIT

##### 4.1 BID BOND

Each bid must be accompanied by the Certified Check of the bidder or by a Cashier's Check, or by a Bid Bond prepared on the form of bid bond attached hereto as **Exhibit A** (or similar form), duly executed by the bidder as principal and having surety thereon, a surety company approved by the City of Salem, in an amount not less than ten percent (10%) of the amount of the base bid submitted, said 10% not to exceed \$20,000.00, payable to the City of Salem.

##### 4.2 CONSENT OF SURETY OR LETTER OF CREDIT

In addition, the bid must also be accompanied by a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond in the full amount of the bid and substantially similar to the City of Salem's form of performance bond. A form of Consent of Surety is attached hereto as **Exhibit B**. A form of Performance Bond is attached hereto as **Exhibit C**. As an alternative to the aforementioned consent of surety, bidders may provide a letter from a bank or similar financial institution stating that it will issue a Letter of Credit in the full amount of the bid and pursuant to the terms of the Letter of Credit in the specifications (See **Exhibit D**).

- 4.3 Such checks or bid bonds shall be returned to all bidders except the three lowest bidders within three (3) days after the formal opening of bids. The remaining checks or bid bonds will be returned to the three lowest bidders within forty-eight (48) hours after the City of Salem and the accepted bidder have executed the contract or, if no contract has been so executed, within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

#### 5. AFFIRMATIVE ACTION

- 5.1 The successful bidder shall adhere to the mandatory affirmative action language required by P.L. 1975, c.127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31 et seq.
- 5.2 For procurement, professional and service contracts, the above-referenced mandatory language shall be that set forth in **Exhibit M**.
- 5.3 For construction contracts, the above-referenced mandatory language shall be that set forth in **Exhibit N**.
- 5.4 All bidders should complete the Affirmative Action Questionnaire set forth in **Exhibit L** and follow its instructions.
- 5.5 All bidders should complete the Affirmative Action Plan MBE/WBE Tracking Form in **Exhibit O**.

## **6. ADDENDA AND INTERPRETATIONS**

- 6.1** No interpretation of the meaning of any bid document will be made to any bidder orally. Any request for interpretation shall be in writing, addressed to the City of Salem's representative stipulated in the bid and must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders in accordance with statute. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **7. MISCELLANEOUS**

- 7.1** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all other bid documents (including addenda). The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
- 7.2** In case of default by the successful bidder, the City of Salem may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- 7.3** For purposes of evaluation where an equivalent is being furnished, the bidder must indicate any variation to the City of Salem's specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully and exactly complies with the City of Salem's specifications.
- 7.4** All bids submitted shall include in price any applicable permits, or fees required by any other government entity that has jurisdiction to require the same.
- 7.5** In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City of Salem harmless from any damages resulting from such infringement.
- 7.6** The bidder understands and agrees that, if awarded any contract by the City of Salem, it shall be responsible for insuring that it and any and all subcontractors meet minimum safety, health and equipment requirements including provisions for protecting employees and the public from any hazards encountered in performing its obligations pursuant to this bid.

## **8. SECURITY FOR FAITHFUL PERFORMANCE**

- 8.1** Simultaneously with his delivery of the executed contract, the successful bidder shall deliver to the City of Salem an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of contract bond attached hereto and having a surety thereon such surety company or companies as are acceptable on bonds approved by the City of Salem, and as are authorized to transact business in this State.
- 8.2** In the event that the successful bidder chooses to supply a Letter of Credit in lieu of the performance bond required by Section 7.1 above, said Letter of Credit shall be delivered to the City of Salem simultaneously with the delivery of the executed contract. The Letter of Credit shall be for the full amount of the bid and shall conform to the terms set forth in the terms of Letter of Credit in these specifications.

## **9. INSURANCE REQUIREMENTS**

### **9.1 Workers Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of the contract and shall cover all employees engaged in the performance of the contract. This insurance shall comply with all applicable statutes and regulations. Minimum Employer's Liability insurance of \$500,000.00.

### **9.2 General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for bodily injury and property damage, and shall be maintained in force during the life of the contract. The City of Salem and Bach Associates PC. shall be named as an Additional Insured on this policy.

### **9.4 Automobile Liability Insurance**

This insurance shall cover the Contractor for claims arising from owned, hired and non-owned vehicles and shall have limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. Coverage shall be maintained in force during the life of the contract.

### **9.5 Insurance Requirements for Subcontractors**

On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor and shall list the City of Salem and Bach Associates, PC as Additional Insured on the policy.



## **9.6 Certificates of the Required Insurance**

Certificates for the above listed insurance shall be submitted along with the contract as evidence that such insurance is in force. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall carry a financial rating of "A" or better.

## **9.7 Cancellation**

Certificates for the above-listed insurance shall contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days prior written notice to the City of Salem.

## **10. INDEMNIFICATION**

- 10.1** The successful bidder shall defend, indemnify and hold harmless the City of Salem, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the successful bidder's acts or omissions in connection with this agreement.

## **11. AWARD**

- 11.1** Award of contract will be made by the City of Salem within sixty (60) days after the bid opening or within the time allowed by law.
- 11.2** Upon award of the contract, appropriate documents shall be forwarded to the successful bidder. The return of the executed contracts and the bonds required by law within thirty (30) days is an element essential to the bid. At the expiration of such time, the City of Salem may elect to award the bid to the second bidder and accept as liquidated damages the bid security.

## **12. QUANTITIES**

- 12.1** Quantities shown are approximate and the City of Salem reserves the right to increase or decrease them in any amount. Such change, however, will only be upon the written order of the City of Salem.

## **13. PREVAILING WAGE ACT**

- 13.1** Pursuant to N.J.S.A. 34:11-56.25 et seq., P.L. 2009, c.249, and as amended, successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.
- 13.2** The contractor on any public works project for the City shall be required to submit a certified payroll record to the City Department administering said public works project. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned

time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60 Appendix A. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

#### **14. METHOD OF AWARD**

**14.1** The City of Salem shall award the work on the basis of the Base Bid only, to the responsible bidder or bidders whose base bid is most advantageous to the City of Salem.

#### **15. TERM OF CONTRACT**

**15.1** The time to complete the work under the contract to be awarded as the result of this bid shall be for **ONE HUNDRED TWENTY (120) calendar days** from the date of Notice to Proceed. The time for substantial completion shall be within **NINETY (90)** calendar days of the Notice to Proceed.

#### **16. TERMINATION**

**16.1** The City of Salem may terminate the agreement for any reason upon thirty (30) days written notice to the contractor. The City of Salem shall only be responsible for payment up to the effective date of termination.

#### **17. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE**

**17.1** Only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

#### **18. AVAILABILITY OF FUNDS**

**18.1** Any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

#### **19. PURCHASING FROM STATE CONTRACT**

**19.1** The City reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the City's best interest to do so.

#### **20. BRAND NAMES AND/OR PRODUCT DESCRIPTION**

**20.1** Brand names and/or descriptions used in this specification for bid proposal are to acquaint prospective bidders with the type of equipment (or commodity) described and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the

equipment described and material offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials as described in these specifications be delivered.

## **21. WORKER AND COMMUNITY RIGHT TO KNOW**

**21.1** The successful bidder shall comply with all provisions of the Worker And Community Right To Know Act, N.J.S.A. 34:5A-1 et seq., as well as the regulations under the Act (N.J.A.C. 8:59-1.1 et seq.).

## **22. COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The bidder shall comply with The Public Works Contractor Registration Act, P.L. 1999, c. 238 on all bids for public works as defined in the law. Proof of compliance with this law, when it applies, must be submitted with the bid. Please note that this law defines how a bidder submits proof of compliance. This provision shall apply to all bids opened on or after April 11, 2000 and also to all contractors performing covered public work on or after April 11, 2000. Questions regarding this law may be directed to the New Jersey Department of Labor, Contractor Registration Unit at 609-292-9464.

## **23. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

Upon execution of the contract with the City of Salem, the successful bidder shall be required to complete and submit IRS Form W-9, Request For Taxpayer Identification Number And Certification to the City of Salem. This requirement shall only apply to the successful bidder. Failure by the successful bidder to meet this requirement shall result in the City of Salem withholding such funds as required by IRS regulations.

## **24. BIDS FOR CONSTRUCTION/DISCLOSURE OF SUBCONTRACTORS**

### **24.1 Definition of Construction Bid.**

“Construction” means construction, alteration or repair of any public building when the entire cost of the work will exceed the bid threshold. In addition to construction bids, the City of Salem specifically requires that bidders identify all subcontractors in specialty trade categories for all bids where such specialty trades may be required (see below).

### **24.2 Disclosure of Subcontractors.**

**a.** Bidders must list in **Exhibit H**, all subcontractors that they intend to use in the specialty trade categories of: Plumbing and Gas Fitting, and All Kindred Work; Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work; Electrical Work; and Structural Steel and Ornamental Iron Work. **FAILURE TO LIST THESE REQUIRED SUBCONTRACTORS SHALL BE CAUSE FOR REJECTION OF BID.** Bidders with questions regarding this process should consult their counsel.

b. Substitution of subcontractors shall be permitted only in cases of impossibility, e.g., the death of the subcontractor or where the subcontractor goes out of business.

c. The bidder's proposal will be rejected if the subcontractors listed do not comply with the requirements for the designated work tasks.

d. A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the above-referenced specialty trade categories, shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the above-referenced specialty trade categories (See **Exhibit H**) through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the above-referenced specialty trade categories, the contractor shall insert the word "None" in each appropriate space provided.

e. In the event that the bidder proposes to perform **plumbing, gas fitting and all kindred work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq.

f. In the event that the bidder proposes to perform **electrical work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:5A-1 et seq. and N.J.A.C. 13:31-1.1 et seq.

## 25. NO DAMAGES FOR DELAY

Notwithstanding anything to the contrary in the contract documents, any extension of the contract time shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution or completion of the work; (2) hindrance or obstruction in the performance of the work; (3) loss of productivity; or (4) other similar claims whether or not such delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential or special damages, lost opportunity cost, impact damages or other remuneration. The aforementioned condition shall apply to any contract awarded as the result of this bid including but not limited to contracts for construction, goods, or services.

## 26. ALTERNATIVE DISPUTE RESOLUTION

For construction contracts, disputes arising under the contract shall be submitted to mediation or non-binding arbitration pursuant to industry standards prior to being submitted to a court for adjudication.

**27. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The successful bidder shall comply with the mandatory language of the Americans With Disabilities Act as set forth in **Exhibit I** attached hereto.

**28. COMPLIANCE WITH CONTRACTOR BUSINESS REGISTRATION PROGRAM**

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR THE CITY OF SALEM CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: [www.state.nj.us/treasury/revenue](http://www.state.nj.us/treasury/revenue). Click on: Business Registration & Formation. Click on: Obtain a certificate of registration. Click on: Obtain a certificate online.

**The City of Salem strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids.**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, NJ 08646-0352
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

## 29. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The bidder shall complete, sign and return with bid **Exhibit J** attached hereto. Form must be completed and returned with bid regardless of whether addenda were issued by the City of Salem.

## 30. UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT FORM

Pursuant to N.J.S.A. 40A:11-23.1(c) if uniformed law enforcement officers are required for the project, **Exhibit P** will be completed by the City and indicate a good faith estimate of the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements as determined by City of Salem with input from any other public entity affected by the project. These estimated amounts reflect those costs above and beyond the bidder's traffic control costs.

**31. APPROVAL AND CERTIFICATION OF BILLING**

Authorization for payment of periodic billing, final payments or retainage monies require approval and certification by formal resolution of the City of Salem. All billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled meeting of City of Salem for the month in which payment is requested. Approved and certified amounts due will be paid during the City of Salem 's subsequent payment cycle.

**32. PROPRIETARY GOODS**

       **City to Check if applicable**

If checked off above, the goods set forth in the technical specifications have been certified as proprietary goods in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. No substitutions or equivalents will be accepted. Please see the technical specifications attached hereto.

- 33.** Pursuant to N.J.S.A. 40A:11-16(d) &(e), if the bid requires the use of hot mix asphalt in excess of 1,000 tons, or where use may exceed this quantity, such use shall be subject to a price adjustment reflecting changes in the cost of asphalt cement.

- 34.** Pursuant to N.J.S.A. 40A:11-16.6, all construction contracts issued by the City when the total price of the originally awarded contract equals or exceed \$5,000,000, shall allow for value engineering construction change orders to be approved after the award of the contract.

**35. PERMISSION FOR BIDDER TO WITHDRAW A PUBLIC WORKS BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES**

Effective March 4, 2011, N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a **public works bid** due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to the Procurement Officer of City of Salem, 17 New Market Street, Salem, New Jersey 08079, Telephone: (856) 935-0373. Writing request must be provided within five business days after the receipt and opening of the bids. The bid withdrawal shall be effective as of the postmark of the certified or registered mailing.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information **shall** be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

City of Salem will not consider any written request for a bid withdrawal for a mistake as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.

If a bidder is granted a bid withdrawal, the bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2

**END OF INSTRUCTIONS TO BIDDERS  
EXHIBITS BEGIN ON NEXT PAGE**



**EXHIBIT A**

**SAMPLE FORM OF BID BOND**

A. We, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_, a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work) \_\_\_\_\_.

C. **NOW THEREFORE:**

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_(L.S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
BY

**NOTE:** Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

**EXHIBIT B**

**SAMPLE FORM OF CONSENT OF SURETY**

BOND NO. \_\_\_\_\_  
(INSERT YOUR BOND NO. HERE)

The \_\_\_\_\_, a Corporation organized and \_\_\_\_\_ (NAME OF  
YOUR INSURANCE COMPANY)  
existing under the laws of the State of \_\_\_\_\_

and licensed to do business in the State of New Jersey, hereby consents and agrees that if the  
contract for the \_\_\_\_\_  
(INSERT BID NO. \_\_\_\_\_) AND  
ITEMS WHICH YOU ARE BIDDING).

be awarded to \_\_\_\_\_.  
(NAME OF YOUR COMPANY)

the undersigned Corporation agrees with the said City of Salem, 17 New Market Street, Salem,  
New Jersey 08079, to execute the final bond as required by the specifications and to become the  
surety in the full amount of the price bid for the faithful performance of the contract.

In Witness Whereof, the undersigned Corporation has caused this agreement to be signed by its  
duly authorized representative and its Corporate Seal to be hereto affixed this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

The \_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

By \_\_\_\_\_  
(ATTORNEY-IN-FACT)

Countersigned by:

**NOTE:**        **Consent of Surety must be signed by an authorized agent or representative of  
a surety company and not by the individual or company submitting the bid.**

**EXHIBIT C**

**SAMPLE FORM OF PERFORMANCE BOND**

We, the Undersigned

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

a Corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business in the State of New Jersey as surety are held and firmly bound unto  
\_\_\_\_\_ hereinafter called the Owner as hereinafter set forth, in the full  
and just several sums of

(a) \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

for faithful performance of the contract as hereinafter designated in Paragraph "A" and

(b) \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

for payment of labor and material as hereinafter designated in Paragraph "B" and

(c) \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

for maintenance as hereinafter designated in Paragraph "C"; lawful money of the United States of  
America; to be paid to the Owner, or its Assigns, to which payment well and truly to be made and  
done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

Sealed with our respective seals and dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

WHEREAS, the above bonded Principal has entered into a contract with the  
Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20  
for \_\_\_\_\_

\_\_\_\_\_

upon certain terms and conditions in said contract more particularly mentioned; and

**(Sample Form of Performance Bond – continued)**

WHEREAS, it is one of the conditions of the award of the Owner pursuant to which said contract is about to be entered into, that these presents be executed.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH:**

**A.** That if the Principal shall faithfully perform the contract on its part to be performed according to the terms of said contract, or any changes or modifications therein made as therein provided; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of the said party of the second part to said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work or through any act or omission on the part of the said party of the second part of its agents, servants or employees, and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; then this part of this obligation designated as part "A" shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**B.** That if the said Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or items, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract, then this part of this obligation designated part "B", shall be void, otherwise the same shall remain in full force and effect.

**C.** That if the said Principal shall well and truly keep and perform all the obligations, agreements, terms, and conditions of such contract, on the Principal's part to be kept and performed and said Principal shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one year from the date of the completion and final acceptance by the party of the first part and mentioned in the contract, and said Principal shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished, then this part of this obligation designated part "C", shall be void; otherwise the same shall remain in full force and effect.

**(Sample Form of Performance Bond – continued)**

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or the reduction of the retained percentages as permitted by the Contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the

Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any alterations, extension or forbearance being hereby waived.

It is further agreed that in case of default in, and/or any action arising out of rights and liabilities secured by this obligation or any part hereto or any person claiming by or through it, either may use for the purpose of establishing its, or their claim, a copy of this obligation certified by the Owner, and the action, or actions, if any, arising on the within bond, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action herein, and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under their seals the day and year above written.

If Principal is an individual:

Witness:

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

If Principal is a partnership:

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(SEAL)

Partner

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Partner

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

**(Sample Form of Performance Bond – continued)**

If Principal is a corporation:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Secretary

President

Corporate Seal:

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

Approved as to Form \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**SAMPLE FORM OF TERMS OF LETTER OF CREDIT**

1. **AMOUNT:** The amount of this letter of credit shall be for the sum of \_\_\_\_\_.  
(Amount of Contract)

2. **TERM:** The term of this letter of credit shall be in effect and irrevocable for a period commencing on the date of execution of the agreement between the City of Salem and \_\_\_\_\_.  
(Name of Contractor)

and terminating one (1) year after the date of completion and final acceptance by the City of Salem of the work performed pursuant to City of Salem Bid No.:

\_\_\_\_\_  
(Bid No. and description of services/material to be provided)

3. **CAUSES FOR PROCEEDING AGAINST LETTER OF CREDIT:** The City of Salem shall have the absolute right to proceed against this letter of credit if:

(a) Contractor shall fail to faithfully perform according to the terms of the contract and the City of Salem Bid No. \_\_\_\_\_, or any changes or modifications therein made as therein provided; or Contractor shall fail to indemnify and save harmless the City of Salem, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the City of Salem, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of Contractor, or through any improper or defective machinery, implements or appliances used by contractor in the aforesaid work or through any act or omission on the part of Contractor, its agents, servants or employees; or contractor shall fail to further indemnify and save harmless the City of Salem, its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractors, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to said contract, or by or on account of, any claims or

amount recovered for any infringement of patent, trademark, or copyright; or

---

(Name of Bank)

agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the City of Salem, whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract; or

(b) Contractor shall fail to pay all lawful sums of subcontractors, materialman, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; or

(c) Contractor shall fail to well and truly keep and perform all the obligations, agreements, terms and conditions of such contract, on its part to be kept and performed and Contractor shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one (1) year from the date of the completion and final acceptance by the City of Salem, and Contractor shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the City of Salem of any extension of time for the performance of the contract shall not in any way release Contractor, its heirs, executors, administrators, successors or assigns, from its liability hereunder.

**NOTE: Letter of Credit must be signed by an authorized agent or representative of a bank or similar financial institution and not by the individual or company submitting the bid.**



**EXHIBIT E**

**STATEMENT OF CORPORATE OWNERSHIP**

In order to conform to N.J.S.A. 52:25-24.2, the Bidder must **complete and sign one** of the following statements:

1. Stockholders or Partners owning 10% or more of the company submitting the bid:

NAME

ADDRESS

Michael Aliano, 50.0%, 1790 Country Bridge Rd., Millville, NJ 08332

Phil Aliano, 50.0%, 767 Stanton Avenue, Franklinville, NJ 08322

(If additional space is needed, please attach a separate sheet of paper)

Signature \_\_\_\_\_ Date 11-02-2023

Phil Aliano, Vice President

2. No Stockholder or Partner owns 10% or more of the company submitting the bid:

Signature N/A Date \_\_\_\_\_

3. This bid is being submitted by an individual who operates as a sole proprietorship:

Signature N/A Date \_\_\_\_\_

4. This bid is being submitted by a corporation or partnership that operates as a (check one of the following):

\_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership X Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME

ADDRESS

Michael Aliano, 50.0%, 1790 Country Bridge Rd., Millville, NJ 08332

Phil Aliano, 50.0%, 767 Stanton Avenue, Franklinville, NJ 08322

(If additional space is needed, please attach a separate sheet of paper)

Signature \_\_\_\_\_ Date 11-02-2023

Phil Aliano, Vice President

**EXHIBIT F**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY     )  
COUNTY OF Cumberland

I, Phil Aliano                                      of the City of Franklinville                      in the County of, Gloucester  
and the State of NJ                      of full age, being dully sworn according to law on my oath depose and  
say that: I am Vice President of the firm of Aliano Brothers GC, Inc. the bidder making this Proposal for the above named  
project, and that I executed the said Proposal with full authority to do so; that said bidder had not,  
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken  
any action in restraint of free, competitive bidding in connection with the above named project; and  
that all statements contained in said Proposal and in this affidavit are true and correct, and made  
with full knowledge that the State of New Jersey relies upon the truth of the statements contained  
in said Proposal and in the statements contained in this affidavit in awarding the contract for the  
said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage or  
contingent fee, except bona fide employees or bona fide established commercial or selling  
agencies maintained by Aliano Brothers General Contractors, Inc. (N.J.S.A.  
52:34-15) (Name of Contractor)

Subscribed and sworn to  
before me this 02 day  
of November , 2023

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Also type or print name of bidder  
under signature)

Phil Aliano, Vice President

**EXHIBIT G**

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am Vice President of the firm of Aliano Brothers General Cont., Inc.  
(your title) (name of your organization)  
2560 Industrial Way, Vineland, NJ 08360  
(state the address of your organization)

**CHOOSE ONE OF THE FOLLOWING**

- (X) A. I hereby certify on behalf of Aliano Brothers GC, Inc. that  
(name of your organization)
- neither it nor its principals are debarred, suspended, proposed for  
debarment, declared ineligible, or voluntarily excluded from  
participation in this transaction by any federal or state department,  
agency, or office.
- ( ) B. I am unable to certify to any of the statements set forth in this  
certification. I have attached an explanation to this form.

\_\_\_\_\_  
(Signature)

Phil Aliano, Vice President  
(Type Name & Title)

11/02/2023  
(Date)

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the City of Salem may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the City of Salem if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the City of Salem for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all subcontracts to this agreement as authorized by the City of Salem.

## EXHIBIT H

### **BIDS FOR CONSTRUCTION DISCLOSURE OF SUBCONTRACTORS**

Please list the subcontractors for the specialty trade categories listed below. If you intend to perform the work through your own employees or by yourself rather than through utilization of a subcontractor, write the word "IN-HOUSE" next to each applicable category and insert the name, and license number where required, of each person in the appropriate spaces. If the contract does not involve a specialty trade listed below, write the word "**NONE**" in the appropriate space. For further instructions, see Paragraph 26 herein. **DO NOT LEAVE ANY SPACE BLANK.**

**1. Plumbing and Gas Fitting and All Kindred Work:**

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

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work:**

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

Address: \_\_\_\_\_

License Number: Not Applicable

**3. Electrical Work:**

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

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**4. Structural Steel and Ornamental Iron Work:**

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

Address: \_\_\_\_\_

License Number: Not Applicable

## **EXHIBIT I**

### **AMERICANS WITH DISABILITIES ACT OF 1990** **(Equal Opportunity for Individuals with Disability)**

The contractor and City of Salem (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

02 day of November, 2023,

Phil Aliano, Vice President

Name & Title  
(Type or Print)

12/31/2024

002113-32  
INSTRUCTIONS TO BIDDERS

**EXHIBIT J**

**CITY OF SALEM**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**BIDDER REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS OF  
WHETHER ADDENDA WAS ISSUED.  
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH CANNOT BE  
CURED AND BID WILL BE REJECTED.**

**A.** Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
Addendum #1	10/12/2023	

**OR:**

**B.** Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the City of Salem: \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

**Bidder is required to complete, sign and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected.**

By: Phil Aliano VP of Aliano Brothers General Contractors, Inc.  
(Print or Type Name of Authorized Individual)

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

Title: Vice President



## EXHIBIT K

### BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company Organized in 1977

Name and address of officers: see below

President Michael Aliano, 50%, 1790 Country Bridge Rd., Millville, NJ 08332

Vice President Phil Aliano, 50%, 767 Stanton Avenue, Franklinville, NJ 08322

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

### EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 46 Years
2. How many years experience in this type of construction work has your organization had?  
46 Years
3. What are the latest projects (within the last five years) your organization has completed?  
(Attach additional pages if necessary) See attached list\*\*\*\*

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See attached List***</u>	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)?  
No

If so, where and why? N/A

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)?\_\_  
NO

If so, state the name of individual, position and the name of the other organization

N/A

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? NO

If so, where and why? N/A

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
Delsea HS Fieldhouse, Delsea BOE		\$ 213,347.00
Pole Bldg Extension, Township of Logan		\$ 663,863.00
Bathroom Renov, DMAVA		\$ 912,484.00
		\$
		\$

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

\$9,170,627.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

All misc. hand tools;

**EXHIBIT L**

**QUESTIONNAIRE ON SUPPLY/SERVICE CONTRACTS**

Please complete this questionnaire and submit it with your bid. Any necessary forms will be sent to you by the City upon award.

1. Our Company has a Federal Affirmative Action Plan Approval.

YES \_\_\_\_\_ NO   X   \_\_\_\_\_

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey Certificate of Employee Information Report. See attached

NONE OF THE ABOVE \_\_\_\_\_

2. We have neither State nor Federal Affirmative Action evidence. Please send us Form AA-302 (Affirmative Action Employee Information Report application). (Check if applicable \_\_\_\_\_).

I certify that the above information is correct to the best of my knowledge.

NAME: Phil Aliano, VP of Aliano Brothers GC, Inc.

SIGNATURE: \_\_\_\_\_

TITLE : Vice President

DATE: 11/02/2023

**AN EQUAL OPPORTUNITY EMPLOYER**

**EXHIBIT M**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **EXHIBIT N**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State

court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the



area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**EXHIBIT O**

**AFFIRMATIVE ACTION PLAN MBE/WBE TRACKING FORM**

**Definitions:**

A **Minority Business Enterprise (MBE)** is as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business (WBE)** is defined as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

\_\_\_\_\_ **Minority Business Enterprise (MBE)**

\_\_\_\_\_ **Women Business Enterprise (WBE)**

\_\_\_\_\_ **X** **Neither** Aliano Brothers is an SBE, Please see attached certificate

**EXHIBIT P**

**CITY OF SALEM  
UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT**

Pursuant to N.J.S.A. 40A:11-23.1(c), the City has determined the following:

- ( x )      Uniformed law enforcement officers **are not required** for the project.
- (    )      Uniformed law enforcement officers **are required** for the project.

Reasonable estimate of costs for the following:

traffic control personnel	\$ _____
vehicles	\$ _____
equipment	\$ _____
administrative	\$ _____
other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total costs	\$ _____

The above costs associated with additional traffic control required by the City have been reasonably estimated in cooperation and consultation with the following municipalities affected by the project.

Name of Municipality	Contact person
_____	_____
_____	_____
_____	_____
_____	_____

## **EXHIBIT Q**

### **Prohibited Russia-Belarus Activities & Iran Investment Activities**

Person or Entity: Aliano Brothers General Contractors, Inc.

#### **Part 1: Certification**

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### **A. CONTRACT AWARDS AND RENEWALS**

☒ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

#### **B. CONTRACT AMENDMENTS AND EXTENSIONS**

☒ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity,

subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

### C. IF UNABLE TO CERTIFY

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

### Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Borough of Stratford is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Stratford to notify the Borough of Stratford in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Stratford and that the Borough of Stratford at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Phil Aliano

Title: Vice President of Aliano Brothers GC, Inc.

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

Date: 11/02/2023

**EXHIBIT R**

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

**AFFIDAVIT**

I, Phil Aliano of the (City, Town,  
Township, Borough, etc.)  
of Franklinville in the County of Gloucester  
and the  
State of New Jersey of full age, being duly  
sworn according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am  
duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

X I own, lease or control the necessary equipment required by the plans,  
specifications, and advertisements under which bids are asked for.

       I do not own, lease or control all the necessary equipment required by the plans,  
specifications, and advertisements under which bids are asked for. If the bidder  
is not the actual owner or lessee of all the necessary equipment provide the  
source from which the equipment will be obtained (Attach additional sheets if  
necessary)

        
(Attach certification from the owner or person in control of the equipment definitely  
granting to the bidder the control of the equipment required during such time as  
may be necessary for the completion of that portion of the contract for which it is  
necessary)

**SEAL**

        
Title: Phil Aliano, Vice President  
Aliano Brothers General Contractors, Inc.  
        
Name of Company

Subscribed and sworn to  
before me this 2 day  
of November 2023,

Notary Public of State of NJ

My commission expires:  
12/31/2024  
        
(Date)

## BID FORM

The Bidder has carefully examined the specifications, plans and form of contract for the project named above. The Bidder has carefully examined the site of the project and will contract to carry out and complete said project as specified and delineated at the price per unit measure or lump sum for each scheduled item of work stated in the following proposal.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

The Bidder agrees that the price bid shall apply to actual quantities required, approved and used during the Work, including Addenda. He further agrees to complete the entire work for this Contract within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date specified in the Notice-to-Proceed. He further agrees that the work will be substantially completed for this Contract within **NINETY (90) CALENDAR DAYS** from the date specified in the Notice-to-Proceed.

The Bidder hereby agrees to be bound by the award of the Bid, and if awarded the Contract on this Bid, to execute the Contract and the required Bonds and Insurance Certificates, and to furnish all other information and documents required by the Contract Documents within the time limits specified.

The Bidder understands that the City of Salem reserves the right to reject any or all Bids, or to waive any informality or technicality of any Bid, in the interest of the City of Salem.

If this Bid shall be accepted by the City of Salem, and the Bidder shall fail to execute the Contract as aforesaid, then the City of Salem shall be entitled to recover from the Bidder the Bid Bond, and any other penalty specified in the Contract Documents.

The signer of this Proposal as Bidder declares:

That he has received and examined the Contract Documents, including the Advertisement for Bidders, Instructions to Bidders, Contract Agreement, General Conditions, Supplementary Conditions, Specifications & Project Drawings, and Addenda, if any.

That he/she has examined the site of the work.

In submitting this Proposal, Bidder agrees:

To accept the provisions of the Instructions for Bidders including disposition of Bid Security.

## **BID FORM (CONTINUED)**

To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish the Surety Bonds required by the General and Supplementary Conditions.

To accomplish the work in accordance with the Contract Documents and to complete the work in the time stipulated in the Information for Bidders.

The bidder understands that a detailed and balanced schedule of values will be required under this contract. He understands and agrees that not all items under the Owner approved schedule of values will be necessary under this contract and that the Owner may elect not to authorize the Contractor to perform work under an individual item(s). The bidder also understands that the Owner may increase or decrease the quantity of work to be done under any item and that the Contractor will only be paid for actual quantity of work provided based on the prices delineated under the Owner approved schedule of values.

The Bidder proposes to furnish all labor, materials and equipment required to complete the work in every detail, in accordance with the plans, specifications and other contract documents prepared by Bach Associates, at and for the following Prices:

### **Base Bid Items:**

**Exterior:** New work includes the installation of a commercial twenty-foot aluminum flagpole complete with concrete foundation and flagpole accessories. New ground mounted exterior lighting for the flagpole and the Borough sign (provided by others).

**Basement:** New work includes a storage cage with wood framed walls enclosed with wire mesh, framed to the underside of the ceiling with a solid wood door. Construction material for the new storage cage to match the material of the existing storage cage.

**First Floor:** New work includes metal wall partitions and limited level III bullet resistant partitions with aluminum framed bullet-resistant service windows with transaction trays. Installation of limited Insulgard Security Products bullet resistant fiberglass board, work counters with vertical supports, finished and painted GWB, rubber wall base, solid wood doors and metal frames with electronic keyless locks. Framed openings for picture windows in new offices, single fixed scissor gate for the existing elevator and visual display board. Patch / repair existing walls damaged due to construction. Suspended ceiling grid and tiles to remain and be modified with new wall partition supports. Modifications to the electrical system including new circuits, new electrical devices, and new/relocated lighting fixtures, relocate existing HVAC vents and returns, install new HVAC vents and returns. Paint all new walls and any existing walls that require repairs due to construction. All materials shall be provided and installed in the manner described in the plans and specifications or according to industry best practices.

Existing conditions shall be observed prior to bidding so bidder can be aware of any potential building and/or utility conflicts or structural issues that are readily observable on the exterior/interior of the buildings and/or sites.



The below (in numbers) and the following (in words) base bid includes all labor, superintendence, materials, tools, transportation, plant and equipment and all means of construction necessary and reasonably incidental to complete all the work and installation to be performed under the Bid Documents and Specifications for "City of Salem Municipal Building First Floor Fit-Out" as prepared by Bach Associates, PC and dated September 26, 2023.

Materials and labor obviously, a part of the work and necessary for the proper installation and/or operation of same, although not specifically indicated on the Contract Drawings, the specifications, and /or listed on this Proposal bid form and will be provided as if called out in detail at no additional cost to the Owner.

### **Construction Allowance**

A \$10,000 lump sum allowance is to be included in the total price bid for Bid Item No.1 and is intended to be used if and where directed for work associated with the project, throughout the course of construction.

**BID FORM (CONTINUED)**

**Total Contract Amount BASE BID including \$10,000 CONSTRUCTION ALLOWANCE:**

\$

\_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in Words)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

Any or all Bids for this Project may be rejected if they are non-conforming, non-responsive or conditional. A Bid may be rejected for failure to comply with requirements of the Contract Documents.

Acknowledgement is hereby made of the following Addenda received since the issuance of the Contract Documents.

Addendum No. 1 Addendum #1 \_\_\_\_\_ Date 10/12/2023 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Date \_\_\_\_\_

**BID FORM (CONTINUED)**

BIDDER'S SIGNATURE:

A. If a Corporation:

Name of Bidder: Aliano Brothers General Contractors, Inc.

Authorized Signature: \_\_\_\_\_

Name of Person Signing: Phil Aliano

Title of Person Signing: Vice President

Dated: 11/02/2023

Business Address: 2560 Industrial Way, Vineland, NJ 08360

Business Telephone Number: (856) 794-9490

Email Address: Bids@alianoconstruction.com

Incorporated under the laws of the State of: New Jersey (1981)

B. If a Partnership, Individual, or Non-Incorporated Organization:

Name of Business Entity: N/A - See Corporation

Authorized Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pursuant to N.J.S.A. 40A:11-21, all Bidders are required to submit a Bid Bond in the amount of 10% of the "Total Potential Contract<sup>1</sup>", but not in excess of \$20,000.00 and may be given, at the option of the Bidder, by certified check, cashier's check or Bid Bond.

Attach the Bid Bond as required.

## **BID FORM (CONTINUED)**

<sup>1</sup> Bid Bond – To determine the “Total Potential Contract”, the bidder must include the value of the base bid plus all alternate bids (if applicable). The bid bond must equal 10% of the “Total Potential Contract”, but not in excess of \$20,000.

END OF DOCUMENT

## **APPENDIX**

A101 OWNER /CONTRACTOR AGREEMENT FORM (Draft)	7 Pages
A201 GENERAL CONDITIONS	52 Pages
REVAILING WAGE RATES	1 Pages

## A101 OWNER /CONTRACTOR AGREEMENT FORM (Draft)

# **AIA® Document A101™ – 2007**

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

**AGREEMENT** made as of the [ ] day of [ ] in the year 2023  
(In words, indicate day, month and year.)

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

City of Salem  
17 New Market Street  
Salem, New Jersey 08079  
Telephone Number: (856) 935-0373

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

Telephone Number:

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

City of Salem Municipal Building First Floor Fit-Out  
125 West Broadway  
Salem, New Jersey 08079

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

Bach Associates, PC  
304 White Horse Pike  
Haddon Heights, New Jersey 08035  
Telephone Number: (856) 546-8611  
Fax Number: (856) 546-8612

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

<b>1</b>	<b>THE CONTRACT DOCUMENTS</b>
<b>2</b>	<b>THE WORK OF THIS CONTRACT</b>
<b>3</b>	<b>DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION</b>
<b>4</b>	<b>CONTRACT SUM</b>
<b>5</b>	<b>PAYMENTS</b>
<b>6</b>	<b>DISPUTE RESOLUTION</b>
<b>7</b>	<b>TERMINATION OR SUSPENSION</b>
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<b>9</b>	<b>ENUMERATION OF CONTRACT DOCUMENTS</b>
<b>10</b>	<b>INSURANCE AND BONDS</b>

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Shop drawings, submittals, etc can be commenced after Notice to Proceed has been given by Owner or Architect.

*(Paragraph deleted)*

**3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than **Ninety** (90) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*



**Portion of Work****Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Liquidated damages shall be \$500.00 per calendar day.

**ARTICLE 4 CONTRACT SUM**

**4.1** §The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be XXXXX (\$ 00.00 ) including the base bid, add alternate #1 and allowance, subject to additions and deductions as provided in the Contract Documents.

**4.2** §The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.3 Unit prices, if any:**

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

Item	Units and Limitations	Price Per Unit (\$0.00)
NA	NA	NA

**§ 4.4 Allowances included in the Contract Sum, if any:**

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Construction Allowance (Included in base Bid)	\$10,000

**ARTICLE 5 PAYMENTS****§ 5.1 PROGRESS PAYMENTS**

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

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

The exact schedule of Application for Payment submittals will be established at the Pre-Construction Meeting.

**3.1.5** §Provided that an Application for Payment is received by the Architect not later than two weeks prior to the first Wednesday of a month, the Owner shall authorize same payment of the certified amount to the Contractor not later than the first day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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

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

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

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of two percent (2%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of two percent (2%);
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

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

## **§ 5.2 FINAL PAYMENT**

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

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

**2.2.5 §** The Owner's final payment to the Contractor shall be made as follows:

The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, A.I.A. Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

### **§ 6.2 NON-BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of non-binding dispute resolution shall be as follows:

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

☒ Non-binding Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

No interest

**§ 8.3** The Owner's representative:

*(Name, address and other information)*

Mandy L. Renner, CMR - Deputy Clerk  
17 New Market Steet  
Salem New Jersey 08079

**§ 8.4** The Contractor's representative:  
(Name, address and other information)

Contractor...

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

**8.6** §Other provisions:

The Drawings, Specifications and any addendums shall be considered as part of this Contract.

#### **DOCUMENTS CONTRACT OF 9 ENUMERATION ARTICLE**

**9.1** §The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**9.1.1** §The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

**9.1.2** §The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**§ 9.1.4** The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) See Specification Section 003002 TABLE OF CONTENTS of the Project Specifications for the City of Salem Municipal Building First Floor Fit-Out, dated September 26, 2023 for a complete list of specifications sections.

Section	Title	Date	Pages

**5.1.9** §The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Specification Section 003003 SCHEDULE OF DRAWINGS of the Project Specifications for the City of Salem Municipal Building First Floor Fit-Out, dated September 26 2023 for a complete list of project drawings.

Number	Title	Date

**§ 9.1.6** The Addenda, if any:

Number	Date	Pages

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

- .1** The Drawings, Specifications and any addendums shall be considered as part of this Contract.
- .2** Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007. The contractor shall also purchase and maintain bonds as set forth in Article 12 of AIA Document A201–2007

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

**Type of insurance or bond**

Performance and Payment  
Maintenance Bond

**Limit of liability or bond amount (\$0.00)**

100% Contract Value  
100% Final Contract Value - 2 year

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

**OWNER** (Signature) Jody Veler

Mayor

(Printed name and title)

**CONTRACTOR** (Signature) .

(Printed name and title)

## A201 GENERAL CONDITIONS



# AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

City of Salem Municipal Building First Floor Fit-Out  
125 West Broadway  
Salem, New Jersey 08079

### THE OWNER:

*(Name, legal status and address)*

City of Salem  
17 New Market Street  
Salem, New Jersey 08079

### THE ARCHITECT:

*(Name, legal status and address)*

Bach Associates, PC  
304 White Horse Pike  
Haddon Heights, New Jersey 08035

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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.

#### **§ 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 and certify termination of the Agreement under Section 14.2.2.

### **§ 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.

**§ 1.2.2** 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### § 1.7 EXECUTION OF CONTRACT DOCUMENTS

§ 1.7.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon Request. ***The Agreement shall be signed in not less than quadruplicate by the Owner and Contractor.***

§ 1.7.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. ***Execution of the contract by the Contractor is a representation that said Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents, In connection with the foregoing, and having carefully examined all Contract Documents, as***



*aforesaid, and having visited the site, the contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.*

*§ 1.7.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to the Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.*

*If any such differences or conflicts were not called to the Owner's and Architect's attention prior to submission of bids, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.*

§ 1.7.3.1 The term "reasonably inferable" includes work necessary to "provide" work indicated or specified, as defined in section: Definitions and Standards; that is: furnish and install, complete, in place and ready for use.

§ 1.7.3.2 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise details.

§ 1.7.3.3 The Contractor shall request the Architect/Engineer's interpretation of apparent discrepancies, conflicts, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Architect/Engineer's interpretation, shall be in written form; other forms of communications shall be used to expedite resolution of concerns, but will not be binding.

§ 1.7.4 Explanatory notes shall take precedence over conflicting drawn note indications. Large scale drawings shall take precedence over small scale drawings. Figured dimensions shall take precedence over scaled measurements. Should contradictions be found, the Architect shall determine which indication is correct.

§ 1.7.5 When more than one material, brand, or process is specified for a particular item of Work, the choice shall be the Contractor's. Contractor may, after notifying the Architect and Owner, select the one it considers to be the best. Approval by Architect or Owner of materials, suppliers, processes, or Subcontractors does not imply a waiver of any Contract requirements including, without limitation, Contractor's warranty.

§ 1.7.6 In all cases, the details, drawings, and specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the Contractor to the Architect for adjustment, as the Contractor will be responsible for the fit or work in place.

§ 1.7.7 When a profile, section or other finished condition is shown, furring or other method of obtaining such finished conditions shall be provided. The drawings may show work fully drawn out or only a portion thereof, the remainder being in outline, the drawn out portions apply to other like or similar places.

§ 1.7.8 Where it is required in the specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Architect and his written approval thereof obtained before work is begun.

§ 1.7.9 Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the

requirements in the latest revision thereof and any amendments or supplements thereto in effect one month prior to the date on which bids are opened and read except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the specifications, shall have full force and effect as through printed in the specifications. The Architect will furnish upon request information as to how copies of the standards referred to may be obtained.

## **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.

*(Paragraph deleted)*

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

**§ 2.2.1** 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.

**§ 2.2.2** 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.

*(Paragraphs deleted)*

### **§ 2.3 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 fails to carry out Work in accordance with the Contract Documents, *or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of Architect or Owner when based on the requirements of 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.

### **§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

*(Paragraph deleted)*

**§ 3.1.1.1** The term "Contractor" shall mean the respective Prime Contract person or entity identified as such in the Owner Contractor Agreement, for each respective Prime Construction Contract, as responsible for the supervisory

control over allocation, coordination of all SubContractors or trades, performance and completion of all portions of the Work, including cooperation with those doing portions of the Work under Separate Contract with the Owner.

§ 3.1.1.2 The term "Contractor" shall mean and apply with equal force to each respective Prime Contractor and all other Contractors having a direct Contract with the Owner, or with each respective Contractor or other Prime Contractor for other branches of the Work, or his authorized representative.

§ 3.1.2 The Contractor shall not be relieved of 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 other than the Contractor.

§ 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 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 In addition to and not in derogation of Contractor's duties under Paragraph 1.7.2 and 1.7.3, the Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a prudent and experienced contractor in advance and that are not in the nature of items described in and intended to be covered in Paragraph 1.7.2 and 1.7.3 unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized without such notice to the Architect, the Contractor shall Assume Complete Responsibility for such performance and shall bear the full amount of the attributable costs for correction.

§ 3.2.1.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

§ 3.2.1.2 Deviations from the Construction documents must be noted by the Prime Contractor at the time of shop drawing submission. Failure to do so will result in the implication of Section 3.2 of the General Conditions and Paragraph 3.2.1 and 3.2.1.1 above.

§ 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

**§ 3.3.4** The Contractor, when requested by the Architect, shall meet with representative of the Architect at all times and furnish all information requested; he shall allow the Architect to inspect the work at all times. Neither the Owner, nor the Architect shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Architect done in good faith and within the scope of their employment by the Owner.

**§ 3.3.4.1** In addition the Contractor is entrusted with the oversight, management control, and general direction of this project to insure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

**§ 3.3.5** The contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

**§ 3.3.6** The Contractor shall establish and maintain bench marks and all other grades, lines and levels necessary for the Work, report errors or inconsistencies to the Architect before commencing Work, and review the placement of the building(s) and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for the Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by contractor or its Subcontractor (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the



sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30 ) days of the improvement survey (or as soon thereafter as reasonably possible), at contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

### **§ 3.3.7 Coordination:**

**§ 3.3.7.1** In the case of a single prime Contract, the General Contractor becomes the sole responsible party for the coordination of the entire project, and all other prime contractors shall mean subcontractors; In the case of a multiple Prime Contract, the General Contractor shall also be responsible to coordinate the relationships among the Prime Contractors.

**§ 3.3.7.2** The General Contractor shall be responsible to coordinate and expedite the total construction process and all of its parts. The Owner relies upon the organization, management, skill, cooperation and efficiency of the General Contractor to supervise, direct, control and manage the work and to coordinate and expedite the efforts of the other prime contractors and subcontractors so as to deliver the work conforming to the contract within the schedules time. The General Contractor is responsible for Proper sequence and coordination. It shall determine the location of work and resolve conflicts amongst Contractors.

**§ 3.3.7.3** The General Contractor and all other prime contractors shall provide a qualified full-time staff member or members (i.e.: project managers, superintendent, or foreman) to oversee their own work and the work of their sub-contractors. Should the Prime contractor be responsible for multiple projects at different sites, then such prime contractor shall provide a separate qualified superintendent for each of the projects. In addition, the General Contractor shall provide a qualified full-time superintendent or members to provide mechanical and electrical coordination and perform coordination with all their subcontractors.

**§ 3.3.7.4** The Contractor's superintendent and/or foreman will at all times be subject to the approval of the Architect and Construction manager. The Architect and Construction Manager reserves the right to require the contractor to replace the superintendent and/or foreman if, in the opinion of the Architect and Construction Manager, the superintendent and/or foreman is not performing satisfactorily.

**§ 3.3.7.5** Each prime contractor shall coordinate his activities with the activities of other contractors.

**§ 3.3.7.6** All questions pertaining to the work are to be made to the Architect/Engineer sufficiently in (via an RFI Form) advance of construction to permit comparisons, investigations, or references to drawings and shop drawings as necessary.

**§ 3.3.7.7** The General Contractor is required to submit a site logistics plan coordinating all Owner functions with the access and safety of the job site.

**§ 3.3.7.8** The Contractor is required to coordinate all the inspection and material testing to meet the contract document specifications.

**§ 3.3.7.9** The Contractor has full and sole responsibility for construction methods and implementation of a "quality control system" to insure coordination.

**§ 3.3.7.10** The Contractor is responsible for field verification of all dimensions/measurements for the coordination of materials and trades. Check field dimensions, clearances, relationships to available space, and anchors.

**§ 3.3.7.11** The Contractor shall make all necessary arrangements to conduct work so that all parts shall be carried harmoniously and simultaneously or sequentially, so as components or increments of the same shall not interfere or retard the progress of others.

**§ 3.3.7.12** Minor changes in locations of equipment, parts, etc due to field conditions shall be made, if so directed, at no additional cost.

§ 3.3.7.13 The Contractor shall coordinate the delivery, unloading, movement, relocation, storage and protection of all materials.

§ 3.3.7.14 The Contractor shall examine the drawings and dimensions and is responsible for satisfactory joining and fitting of all parts of the work.

§ 3.3.7.15 Accurate dimensions, sleeved and opening drawings are to be submitted prior to placement in the field.

§ 3.3.7.16 Prepare coordination drawings for all above ceiling areas throughout the entire project. Drawings showing all piping, duct, cabletrays, electrical ductbanks, and similar items, but not electrical conduit less than 4 inches in diameter. Complete architectural, mechanical and electrical reflected ceiling layouts, (including ductwork, conduits, piping, lighting, etc.).

§ 3.3.7.17 The Contractor is responsible for any omissions of the subcontractors and is required to provide a complete operating facility.

§ 3.3.7.18 The General Contractor shall be responsible for preserving the integrity of ceiling heights and room sizes.

### § 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

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.

### § 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**§ 3.12.11** Detailed requirements are specified in the Division 1 section 01300 relating to "Submittals".

**§ 3.12.12** All shop drawings are to include manufacturer's data. All shop drawings and samples are to be submitted by the Contractor to the Architect for review. Each sheet of the shop drawings shall identify the project, contractor, subcontractor, and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.

**§ 3.12.13** Substitutions: All substitutions or deviations from plans and specifications must be clearly noted as such on all shop drawings. Contractor shall identify, coordinate and pay for any additional requirements as a result of substitutions, deviations, etc. including necessary change orders. In addition, substitution submittals shall be made no later than 30 days after Notice to Proceed in order to provide time for comparison review.

### **§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.1** Location and weights of all equipment and materials that the Contractor intends to place on the slab shall be submitted to the Architect for review.

**§ 3.13.2** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 3.13.4** Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

**§ 3.13.5** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

**§ 3.13.6** The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such and suggest alternatives through which the same results can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Building

**§ 3.13.7** The General Contractor shall provide a temporary construction fence whether shown on the Contract Documents or not as required to separate the area or areas under construction from the Owners area or areas used by the public. The temporary fencing shall be approved by the Owner prior to installation.

#### **§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** Each Prime Contractor shall perform all daily clean up and removal of debris from the site including that of his subcontractors. Each Prime Contractor shall maintain an adequate supply of laborers to accomplish daily clean up and removal of debris from the site and work areas. No debris will be allowed to accumulate in or around the building including masonry debris. This building site must be maintained free of all litter and debris on a daily basis. No accumulation of flammable material is permitted. Prior to installation of finishes the floors will be swept and kept free of dust and dirt until turned over to the owner.

§ 3.15.4 Cleaning and debris removal may be considered a safety concern by judgment of the Owner or his agents and as such the work may be stopped to provide time and labor for immediate clean up.

§ 3.15.5 Final Clean-Up: The General Construction Contractor has the responsibility for the final clean-up and policing of the entire site after other contractors have removed their own waste materials, rubbish, equipment, tools and plant. In addition thereto, the General Construction Contractor shall have a professional cleaning company perform the following immediately prior to the Architect's inspection for Substantial Completion:

§ 3.15.5.1 Removal of all manufacturer's temporary labels from materials, equipment and fixtures.

§ 3.15.5.2 Removal of all stains from glass and mirrors; wash, polish, inside and outside.

§ 3.15.5.3 Removal of marks, stains, finger prints, other soil, dust, dirt, from painted, decorated, or stained woodwork, plaster or plasterboard, metal, acoustic tile, and equipment surfaces.

§ 3.15.5.4 Remove spots, paint, soil, from resilient flooring.

§ 3.15.5.5 Remove temporary floor protections; clean, strip and provide three (3) coats of wax on new VCT floors or otherwise treat as directed by the material manufacturer's recommendation, all finished floors. Final vacuum all carpet.

§ 3.15.5.6 Clean all interior finished surfaces, including doors and window frames, and hardware required to have a polished finish, of oil, stains, dust, dirt, paint, and the like; leave without finger prints, blemishes.

§ 3.15.5.7 Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.

## § 3.16 ACCESS TO WORK

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

§ 3.16.1 The Contractor shall promptly notify the Architect/Engineer and Owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.

§ 3.16.2 Contractor shall be responsible for snow plowing and snow removal as required to maintain access/egress to construction area.

§ 3.16.3 Contractor shall keep only necessary equipment on site and shall cooperate with the Owner regarding location of stored material.

## § 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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.

**§ 3.18.1.1** Contractor for itself, its successors and assigns, agrees to indemnify and save Owner, its successors, assigns, employees, agents, architects and engineers, harmless from, and against any and all claims, demands, damages, actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto, including but not limited to attorney fees for costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract whether or not caused by fault or negligence of Owner. Contractor, for itself, its successors and assigns, hereby expressly agrees to waive any provision of the applicable State's Workers' Compensation Act, including Section 303(b), whereby the contractor could preclude its joinder as an additional defendant or avoid liability for damages, Contribution or Indemnity in any action at law, or otherwise where Contractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against the Owner, its successors, assigns employees, agents, engineers or architects, Contractor, of itself, its successors and assign, agrees to indemnify the Owner, its successors, assigns, employees, agents, architects, Construction Manager and engineers against all fines, penalties or losses incurred for, including but not limited to attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, of any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Without limiting the foregoing, the Contractor, at the request of Owner, its successors, assigns, employees, agents, architect, Construction Manager or engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its successors, assigns, employees, agents, architect, Construction Manager or engineers, due to, or arising out of the work performed by the Contractor.

**§ 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 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.

**§ 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.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 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, except as provided in Section 3.3.1.



§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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.

*(Paragraph deleted)*

§ 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.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

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

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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.

(Paragraphs deleted)

§ 5.3.1 The Contractor shall obligate each subcontractor specifically to comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in employment.

§ 5.3.2 The Contractor shall obligate each subcontractor to comply with the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.

§ 5.3.3 The Contractor shall obligate each Subcontractor to comply with the Public Works Contractor Registration Act of the State of New Jersey.

## 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ALL WORK. All trades have a mutual obligation to coordinate their work with the other trades and cooperate as necessary with the Contractor, Construction Manager if applicable, and the Construction schedule – to complete the work as required by the Owner. The Construction Manager if applicable will provide assistance to the Contractor for coordination between their work and the Owner. The Contractor is required to have their superintendent or foreman on site at all times when their work or that of their subcontractors is in progress.

§ 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, *should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.*

§ 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.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5, *should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.*

**§ 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 as the Owner determines to be just, based on the recommendation of the Architect.

## **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.

**§ 7.1.1.1** A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event no later than 10 working days from the date such direction or order was given, submit to the Owner for the Owner's approval its change proposal.

**§ 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 in accordance with Section 7.4.1.

**§ 7.1.2.1** "Neither this Contract nor the Work to be performed hereunder can be changed by oral agreement. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is, in fact, any unjust enrichment to the Work, shall be the basis for any alleged implied agreement by the Owner to the change, any alleged waiver of the Owner's rights under this Contract or any increase in any amounts due under the Contract or any or a change in any time period provided for in the Contract Documents."

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

**§ 7.1.4** A directive or order from the Owner or the Architect, other than a Change Order, a Construction Change Directive or any Order for a minor change pursuant to this Article 7, shall not be recognized as having any impact on the Contract Sum or the Contract Time and the Contractor shall have no claim therefore. If the Contractor believes that a directive or order would require it to perform work not required by the Contract Documents, the Contractor shall so inform the Owner and Architect in writing prior to complying with the same and in no event any later than five (5) working days from the day such direction or order was given, and shall submit to the Owner and Architect for the Owner's and Architect's approval its change proposal.

### **§ 7.2 CHANGE ORDERS**

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

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



**.3 The extent of the adjustment, if any, in the Contract Time.**

**§ 7.2.2** Any change in work authorized in writing by the Owner and Architect that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, equipment and insurance, and appropriate overhead and profit in accordance with 7.3.6 and 7.3.6.1.

**§ 7.2.3** When a Change Order involves both additions and deletions in material, the net quantity is to be determined and the overhead and profit is to be applied to the net quantity in accordance with 7.3.6 and 7.3.6.1.

**§ 7.2.4** When a Change Order involves deletions in materials and labor, the amount of the credit will be equal to the line item on the Schedule of Values or a unit of the value if only a portion of the value is being deleted.

**§ 7.2.5** When any change in the Work, regardless of the reason therefore, requires or is alleged to require an adjustment in Contract Time, such request for time adjustment shall be submitted by the Contractor as part of the change proposal. Any Change Order approved by the Owner and for which payment is accepted by the Contractor, in which no adjustment in Contract Time is stipulated, shall be understood to mean that no such adjustment is required by reason of the change, and any and all rights of the Contractor or any subsequent request of adjustment of Contract Time by reason of the change is waived.

**§ 7.2.6** Request by the Contractor for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted to the Architect and the Owner with itemized labor and material quantities and unit prices to permit proper evaluation of the request. A submission by the Contractor containing unsubstantiated lump sum requests for adjustment of the Contract Amount will not be considered by the Owner and Architect. The Owner and Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit satisfactory justification and back-up with any request for adjustment to the Contract Amount.

**§ 7.2.7** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the initial Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and the Construction Schedule. The contractor will not be entitled to any compensation for additional work or delays in the Construction Schedule not included in the Change Order

**§ 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** a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as prepared by the Architect;
- .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 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** 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.

**§ 7.3.6** 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.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 allowance for overhead in accordance with the schedule set forth in Subparagraph 7.3.7.1 below, or if no such amount is set forth, 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**§ 7.3.7.1** In Subparagraph 7.3.7 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule and may only include a Contractor, his Subcontractor and his sub-subcontractor:

7.3.7.1.1 For the Contractor, for any work performed by the Contractor's own forces, 15% of the cost.

7.3.7.1.2 For the Contractor, for any work performed by his Subcontractor, 5% of the amount due the Subcontractor.

7.3.7.1.3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that contractor's own forces, 10% of the cost.

7.3.7.1.4 For each Subcontractor, for any Work performed by his Sub-subcontractor 10% of the amount due the Subcontractor.

7.3.7.1.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

7.3.7.1.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.

**§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **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.

*(Paragraph deleted)*

**§ 8.1.2.1** The work to be performed under this Contract shall commence after the required insurance has been obtained and approved and within three days after issuance of the Notice to Proceed by the Owner. The Contract Time shall commence as of the date of the Notice to Proceed unless otherwise specified 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

**§ 8.2.4** Owner, or his representative, in coordination with the Contractor, shall set work hours. Contractor may be required to work nights, weekends or holidays as necessary to complete the work in accordance with the Schedule or in coordination with the Owner's activities. Under no circumstances shall the Contractor begin or continue with work that is adversely impacting activities or operations. All utility shutdowns, interruptions, work in or adjacent to existing buildings will be coordinated through the Owner. Or his representative, and may have to be performed during hours when the Owner's activities are not in operation. All cutting, hammering or other activity that is noisy, produces smoke or fumes or is otherwise disruptive to the Owner's operations may have to be done during hours when the Owner's activities are not in operation. Work required to be performed during non-operating hours, as determined by the Owner or his representative, will be performed at no additional cost to the Owner.

#### **§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the

Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 4.3.3 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction Schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact or any such occurrence and do all things reasonable under the circumstances to achieve this goal.

*(Paragraph deleted)*

**§ 8.3.2.1** Any claim for extension of time should be made in writing to the Architect not more than five (5) days after the commencement of the delay, otherwise, it should be waived. The Contractor shall provide an estimate of the possible effect of such delay on the progress of the work. No claim made beyond the five (5) days shall be valid.

**§ 8.3.2.2** The Contractor agrees that if any delay in the Contractor's works unnecessarily delays the work of any other Contractor of Contractors, the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due the Contractor under this Contract. The Architect shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor. His decision shall be final.

**§ 8.3.2.3** Notwithstanding anything to the contrary in the Contract Documents, any extension of the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity or (4) other similar claims (collectively referred to in this Paragraph 8.3.2.3 as "delays"), whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential damages, lost opportunity cost, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies shall not be construed as an act interference with the Contractor's performance of the Work.

**§ 8.3.2.4** The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Architect or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the specifications for completion of work.

**§ 8.3.2.5** Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the previous sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years.

**§ 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**

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.

**§ 9.1.1** Payment Procedures shall be as follows:

9.1.1.1 Contractor shall submit Schedule of Values to Construction Manager and Architect for review

Init.



- 9.1.1.2 Prior to end of each pay period, Contractor shall submit a rough draft ("pencil copy ") for their payment application for review and approval by the Architect and the Construction Manager.
- 9.1.1.3 Upon approval of pencil copy, Contractor shall submit at least five copies of their payment application to the Architect for approval along with their certified payrolls and monthly manning reports.
- 9.1.1.4 Architect and Construction Manager will approve payments and forward to the Owner.

## **§ 9.2 SCHEDULE OF VALUES**

**§ 9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, which in the aggregate equals that total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. These schedules, when approved by the Architect, Construction Manager (if applicable) and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by the Contractor to the "Applications and Certificate for Payment", and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Each Item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

## **§ 9.3 APPLICATIONS FOR PAYMENT**

The Contractor shall submit to the Architect an itemized Application for Payment for their Contract on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Payroll Certification for all employees of all of the workers on the project shall be submitted as well as other such data for the purposes of summarizing the work and tracking the project. The architect and Construction Manager (if applicable) will process the application and forward it with his recommendations to the Owner.

*(Paragraphs deleted)*

**§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.1.3** Until substantial completion, the Owner will pay 90% of the amount due the Contractor on account of progress payments. The retainage will be held until final acceptance of the project by the Architect and the Owner. The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, AIA Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.

**§ 9.3.1.4** Upon acceptance of the Work performed pursuant to this Contract for which the Contractor has agreed to the withholding of payments pursuant to Article 9 of this Contract, all amounts being withheld by the Owner shall be paid in accordance with Paragraph 9.3.1.3 without further withholding of any amounts for any purposes whatsoever, provided that the Contract has been satisfactorily completed.

**§ 9.3.1.5** Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and Architect:

§ 9.3.1.5.1 A current contractor's lien waiver and duly executed and acknowledged sworn statement by an officer of the Contractor showing all subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and materialmen

§ 9.3.1.5.2 Duly executed waivers of mechanic's and materialmen's liens from all subcontractors and when appropriate, from materialmen and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application for payment; and

§ 9.3.1.5.3 All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect.

§ 9.3.2 At the Owner's option, 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 paragraphs 9.3.2.1, 9.3.2.2, 9.3.2.3, and 9.3.2.4 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.

§ 9.3.2.1 With each Application for Payment the Contractor shall submit to the Architect and Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.

§ 9.3.2.2 The consent of any surety shall be obtained to the extent required prior to the payment for any materials stored off the Project site.

§ 9.3.2.3 Representatives of the Owner shall have the right to make inspections of the off site storage areas at any time.

§ 9.3.2.4 Materials stored off site shall be protected from diversion, destruction, theft and damage to the satisfaction of the Owner, shall specifically be marked for use on the Project and shall be segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefor by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligation on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damages to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.1.1 The Owner will issue payment to the Contractor pursuant to the Owner's administrative policy at the time that a duly approved Payment Certificate is presented.

§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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

**§ 9.5.1.1** defective Work not remedied;

**§ 9.5.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

**§ 9.5.1.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**§ 9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**§ 9.5.1.5** damage to the Owner or a separate contractor;

**§ 9.5.1.6** 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

**§ 9.5.1.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.1.8** The failure of any Contractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are up-to-date shall be required by the Architect before approval of the Contractors monthly payment requisition will be considered.

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

**§ 9.5.3** 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 material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Notwithstanding Certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in Subparagraphs 9.5.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults by the Contractor remain uncured.

**§ 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 material and equipment 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 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, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 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 for reasons other than a default of the Contract, including but not limited to those defaults set forth in Subparagraphs 9.5.1.1 through 9.5.1.8 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by a court of law, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

## **§ 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 which the Owner agrees to accept separately is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered substantially complete until all project systems included in the Work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the Project are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operation requires the use and occupancy of the Work by departmental employees without interruption and that any punchlist or corrective work shall be done at times when the Work is not to be occupied. As a further condition of substantial completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of substantial completion.

**§ 9.8.1.1** In addition to the above, the following items must be completed in order to deem the work Substantially Complete:

**§ 9.8.1.1.1** All required final inspections have been completed by the authority having jurisdiction resulting in a TCO or CO.

**§ 9.8.1.1.2** Air Balancing Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical engineer. Final Air and Water Balancing Reports certified by the licensed balancer are required for "Final Acceptance" and the start of the warranty period. (These reports must be submitted in accordance with the shop drawing process to Architect so that they can be tracked and approved and distributed to all applicable parties).



- § 9.8.1.1.3 Equipment Start Up Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. (These reports must be submitted in accordance with the shop drawing process to Architect so that they can be tracked and approved and distributed to all applicable parties).
- § 9.8.1.1.4 Completion of the Owner On-Site ATC Training: Refer to the ATC specifications for training requirements on-site and off-site. The Owner does not have beneficial use of the mechanical system until they can operate it following this training.
- § 9.8.1.1.5 Completion of Commissioning: Refer to the Start-up and Adjustment specifications. This process will require the Owner's Operator, Construction Manager (if applicable) and the Mechanical Engineer on site to witness a demonstration and operation of every mechanical device. The devices shall be operated from the on-site Owner's ATC Computer and verified by the Mechanical Contractor's field personnel to confirm proper operation. In addition to this demonstration, the contractor shall demonstrate Owner required maintenance of all mechanical equipment to maintain the manufacturer's warranty. This should include but not be limited to belt tension/adjustments, filters, etc. Please schedule several days for the commissioning process.

§ 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 along with all special warranties required by the Contract Documents endorsed by the Contractor 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

§ 9.8.4.1 The Architect's Certificate of Substantial Completion shall be subject to the Owner's final approval.

§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage sufficient to increase the total payments to 100% of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims. 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 as required under Section 11.3.1.5 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** 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 written 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 and, 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 terms and conditions of 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. All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**§ 9.10.1.1** The Architect's Certificate of Final Completion shall be subject to the Owner's final approval.

**§ 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, and (6) evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents: including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedule: master, sub-master and special keys, (c) delivery to Architect of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner, (d) delivery to Architect a printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approval form, (e) delivery to the Architect of specified Project record documents and (f) delivery to Owner of a Final Waiver of Liens (AIA Document G706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment.. 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material 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.

## **§ 9.11 LIQUIDATED DAMAGES**

**§ 9.11.1** The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the date for substantial completion is met.

**§ 9.11.2** If the Contractor fails to complete his work or fails to complete a portion of his work, he shall pay the Owner, as liquidated damages and not as a penalty, the sum as specified in the technical portion of the Contract Documents. Such amount is agreed upon as a reasonable and proper measure which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time.

**§ 9.11.3** Substantial Completion will be determined by the Architect and shall be deemed to be completion of the whole work for purposes of tolling the Municipal Mechanics Lien Law.

**§ 9.11.4** For damage occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor.

**§ 9.11.5** The Owner will suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum of \$500.00 stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the Work is substantially complete.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

**§ 10.1.1.1** The Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines. All cost associated with complying with all safety requirements shall be included in each contractors base bid.

**§ 10.1.1.2** The General Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall designate a safety person at the job site while the contractor is working on the project site. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Construction Manager (if applicable) is not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.

**§ 10.1.1.3** Contractor will comply with all reasonable requests of the Owner and Construction Manager (if applicable) with respect to additional security and protections required for work interfacing with Facility Operations. Safety is of the utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7 day notice requirements of Article 14.

**§ 10.1.1.3.1** General Contractor to provide, maintain, relocate and remove in coordination with Construction Manager if applicable, a 6 foot high, perimeter security fence. Fence will surround the building and

proposed parking areas and will have signage attached at 100' intervals advising "Construction Area – Please Keep Out". General Contractor to be responsible for opening and securing site each day.

§ 10.1.1.3.2 Orange safety fencing will be installed around the entire area of any and all earthwork, excavations, etc. and will be maintained until the work is complete.

§ 10.1.1.3.3 This is a hard hat job. Identifying hard hats shall be worn at all times.

§ 10.1.1.3.4 Hot work permits will be issued by foreman for all activities involving open flames, Construction Manager (if applicable) will provide copy of Hot Work Permit Forms.

§ 10.1.1.4 The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values.

§ 10.1.1.5 The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints / issues generated by contractor employees, owners, owner's representatives or members of the public.

§ 10.1.1.6 Contractor shall be maintain all egress routes throughout building. Contractor shall post exit signs as coordinated with Construction Manager (if applicable). Contractor shall provide wall hung fire extinguishers throughout building as deemed necessary by Construction Manager (if applicable) and fire officials.

§ 10.1.1.7 Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being complied with and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel. Owner's personnel and representative, and the public.

§ 10.1.1.8 Upon written receipt of safety concerns and/or issues, the Contractor shall respond in writing addressing how the safety concerns or issues were resolved. The Construction Manager (if applicable) shall be copied on all safety related correspondence.

§ 10.1.1.9 Prime Contractor's response and compliance with Construction manager's Project Manager (if applicable) and correction of deficiencies noted in Construction Manager's Safety Report is mandatory. Failure to comply will be grounds for withholding of progress payments until the conditions are acceptable to Construction Manager and OSHA.

§ 10.1.1.10 The Contractor shall submit to Construction Manager (if applicable) a copy of all licenses (welding, power nailer, asbestos, etc, ) as required by applicable agencies.

§ 10.1.1.11 Contractor shall have all required personal protective equipment and materials available for and used by each employee as required by Federal, State and Local guidelines.

§ 10.1.1.12 Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.

§ 10.1.1.13 Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee. A copy of all safety-training documents is to be provided to Construction Manager (if applicable) and updated as manpower loading increases.

§ 10.1.1.14 The Contractor shall supply two (2) OSHA approved means of access / egress to each floor and roof for the course of the entire project for use by all applicable parties. The Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access / egress and as necessary to protect personnel from overhead work. The number of protected entrances will be as determined by Construction Manager (if applicable).

§ 10.1.1.15 The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. General Contractor to provide for fire separation walls between occupied areas as required by local officials.



§ 10.1.1.16 Contractor shall provide OSHA approved pedestrian walking bridges as necessary (determined by Construction Manager – if applicable) to protect against overhead hazards.

§ 10.1.1.17 Contractor shall provide, relocate and / or maintain barricades, signage, provide flagmen etc. as necessary to ensure public safety and safe egress. Contractor to provide, maintain, relocate and remove in coordination with Construction Manager, if applicable to protect against overhead hazards.

§ 10.1.1.18 Notify Construction Manager (if applicable) immediately upon arrival of OSHA to the site.

§ 10.1.1.19 Contractor shall submit to Construction Manager (if applicable), all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property. Contractor to comply with NJ Law regarding the use or storage of hazardous substances in Buildings. MSDS sheets shall be posted prior to product being delivered to site.

§ 10.1.1.10 Contractor, subcontractor, vendor, etc should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these reflections, or being belligerent, will be subject to removal from the site at the sole discretion of Construction Manger, if applicable.

§ 10.1.1.11 Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.

§ 10.1.1.12 For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Owner and Construction Manager (if applicable). Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide additional barricades and fencing around his crane and steel at all times.

§ 10.1.1.13 Contractor must submit an acceptable OSHA compliant site specific written safety plan to Construction Manger (if applicable) for review within fourteen (14) days from the notice to proceed or prior to mobilizing on site, which ever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:

- Full time no smoking policy or alcohol use is allowed on the project. Any worker. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site. (Contractors shall post required signs).

- Full time hard hat policy (identifying hard hats shall be worn at all times).

- Site specific emergency action plan with contractor phone numbers, active 24 hours a day, 7 days a week.

- Competent on site safety representative, named and active (Provide alternate)

- Scaffold erection plan, including a log of daily inspections.

- Full time fall protection plan and exposures over 6'-0"

- Job site signage plan (perimeter fence warning signs posted 50'-0" o.c.

- First aid and CPR provisions

- OSHA 200 log and Job Safety and Health Protection Poster

- Daily clean up.

- Hazard Communication Program with MSDS logged and maintained.

- Hazard Communication program.

- Daily diary of work, issues, and incident, etc.

- Sheeting, shoring and excavations protection line.

- GFI safety program

- Hazardous Energy Control Lock out tag out program

- Required safety clothes; Eye and ear protection, respirators, boots, belts, gloves etc. as appropriate to their work requirement.

- Fire Extinguishers.

- Removal guard rail and protection at material loading areas, 200lb force minimum requirement.

- All stairs and platforms must have railings, 200lb force minimum requirement. Stair pans and landings must be filled prior to their use.

- Daily inspection of tools and equipment; verify safety devises are operational.

- Ladder usage plan

- Weekly tool box meetings, documented and signed by each employee.

-Temporary heat procedures.

**§ 10.1.1.14** Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the Construction Manager (if applicable).

**§ 10.1.1.15** The speed limit within the project property is 5MPH. Contractor employees operating vehicles in excess of the speed limit or in any otherwise unsafe manner will be directed to leave the site and not permitted to return.

## **§ 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 as well as any other real or personal property of the Owner.

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

**§ 10.2.2.1** Contractor shall comply with all regulations required by the Federal Occupational Safety and Health Act (OSHA).

**§ 10.2.2.2** The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.

**§ 10.2.2.3** Contractors must comply with Construction and Environmental Standards contained in Federal and State Regulations and other applicable laws.

**§ 10.2.2.4** It is the Contractor's responsibility to determine the existence of potentially hazardous materials, including lead, and to protect his workmen and the work area.

**§ 10.2.3** The Contractor shall 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 owners and users of adjacent sites and utilities.

**§ 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, except damage or loss 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, written notice of such 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.

§ 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief for fire marshal. The area within the site limits under the Contractor's control shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site. Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with Owner's Operations. Safety is of the utmost importance on this project and all issues relative to safety and protection of the staff and public will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.

§ 10.2.10 The Contractor shall remove snow or ice which may accumulate on the site within areas under his control which might result in damage or delay.

§ 10.2.11 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner and Contractor, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery shall be kept locked and made inoperable and immovable.

§ 10.2.12 Neither the Owner nor the Architect shall be responsible for providing a safe working place for the Contractor, the Subcontractors or their employees, or any individual responsible to them for the work.

§ 10.2.13 The Contractor shall conform to requirements of OSHA, the Construction Safety Code of the State Department of Labor and those of the AGC Manual. The requirements of the New Jersey and Local Building Construction Codes shall apply where there are equal to or more restrictive than the requirements of the Federal Act.

§ 10.2.14 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work as necessary from injury or any cause.

§ 10.2.15 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which caused death, personal injury or property damage giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Owner and Architect.

§ 10.2.16 Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules will be grounds for suspension and/or termination of this contract:

§ 10.2.16.1 No use of alcoholic beverages prior to or during working hours.

§ 10.2.16.2 No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.

§ 10.2.16.3 No horseplay or rough-housing will be allowed.

§ 10.2.16.4 No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

§ 10.2.16.5 All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

§ 10.2.16.6 All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.

§ 10.2.16.7 All equipment is to be properly stored and/or secured at the end of the work day or if it is to remain idle for greater than one hour.

§ 10.2.16.8 All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE**

##### **§ 11.1.1**

*(Paragraphs deleted)*

Contractor shall without in any way altering Contractor's liability under the Contract or applicable law, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below in the Instructions to Bidders and shall provide to Owner certificates issued by insurance companies satisfactory to Owner to evidence such coverage no later than 7 days from the date of the execution of this Contract and prior to any personnel or equipment being brought onto and/or before any work commences at the job site. The coverage afforded under any insurance obtained pursuant to this paragraph shall be primary to any valid and collectible insurance carried separately by any of the indemnities. Such certificates shall provide that there shall be no termination, nonrenewal, modification, or expiration of such coverage without thirty (30) days prior written notice to Owner. In the event of any failure by Contractor to comply with the provisions of this Paragraph 11.1, Owner may, at its option, on notice to Contractor, suspend the Contract for cause until there is full compliance with this Paragraph 11.1 and/or terminate the Contract for cause. Alternatively, Owner may purchase such insurance at Contractor's expense, provided that Owner shall have no obligation to do so, and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. Contractor shall provide to Owner a copy of any and all applicable insurance policies. Architect and the State of New Jersey shall be named as an additional insured on all Insurance Policies to be provided by the Contractor. The Owner shall be named as an additional primary insured on all Insurance Policies to be provided by the Contractor..

**§ 11.1.2** Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractors' operations and submit same to Owner for approval before any personnel or equipment is brought onto the site and/or before any work commences.

**§ 11.1.3** In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, and the State of New Jersey from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

*(Paragraphs deleted)*

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** Contractor shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and without limitation complying with requirements set forth in the Instructions to Bidders.

**§ 11.4.2** If any of the foregoing insurance coverages are required to remain in force after final payment, including, but not limited to coverage for completed operations, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

**§ 11.4.3** In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor commencing Work be construed as a waiver of the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

**§ 11.4.4** If the Contractor fails to purchase and maintain or require to be purchased and maintained any insurance required under this Paragraph 11.1, the Owner may, but shall not be obligated to, upon 5 days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to deduct said cost from the Contractor's Contract Sum.

**§ 11.4.5** When any required insurance due to the attainment of a normal expiration date or renewal date shall expire the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope as was provided by the previous policy. In the event any renewal or replacement policy for whatever reason obtained or required is written by a carrier other than that with whom the coverage was previously placed or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish replacement policy unless the Owner provided the Contractor with prior written consent to submit only a certificate of insurance for any such policy. All renewal and or replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

**§ 11.4.6** The Contractor shall cause each subcontractor to (1) procure insurance in the amounts set forth in Paragraph 11.2 and (2) name the indemnities under Paragraph 3.18 as additional insured under the subcontractor's comprehensive general liability policy. The additional insured endorsements included on the subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the claims, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.4.7 Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, or other similar items commonly referred to as construction equipment which may be on the site and the capital value of which is not included in the work. The Contractor shall make its own arrangements for any insurance it might require on such construction requirement. Any such policy obtained by the Contractor under this Paragraph 11.4.7 shall include a waiver of subrogation.

§ 11.4.8 The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered for theft, collapse, water damage, materials and equipment stored on the site, and for materials and equipment stored off site, and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, stagings, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

§ 11.4.9 All insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial rating no lower than "X" in the Best's Insurance guide, latest edition in effect as of the date of the Contract and subsequently in effect at the time of the renewal of the policies required by the Contract Documents.

§ 11.4.10 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorneys fees and court and settlement costs) properly attributable thereto.

§ 11.4.11 The Contractors must remove all "X, C & U" exclusions from their policies.

## **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 or Contract Sum.

§ 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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. If prior to the date of Substantial Completion the Contractor, a subcontractor or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause each such item to be restored to "like new conditions" at no expense to the Owner.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Final Acceptance 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 an 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 written 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 two-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 2.4.

§ 12.2.2.1.1 The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.2.1.2 Upon completion of any work under or pursuant to this Paragraph 12.2, the two year correction period in connection with the work requiring correction shall be renewed and recommenced.

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

§ 12.2.2.3 The two-year period for correction of Work shall 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, whether completed or partially completed, of the Owner or separate contractors 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 two-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.

§ 12.3.1 This Subparagraph relates exclusively to the knowing acceptance of nonconforming work by the Owner. This has no applicability to work accepted by the Owner or Architect without the knowledge that such work fails to conform to the requirements of the Contract Documents.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, 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 such 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 such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

§ 13.5.4 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.

§ 13.5.5 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.

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

### § 13.6 INTEREST

§ 13.6.1 The Contractor shall not be entitled to any payment of interest for any reason, action or inaction by the Architect or the Owner.



§ 13.6.2 Any payments withheld for time delays, faulty materials, or workmanship, shall not bear interest for period of delay or non-acceptance.

### § 13.7 TIME LIMITS ON CLAIMS

Owner and Contractor issues including the applicable statute of limitations shall be as governed by New Jersey Law.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract in the manner provided in Subparagraph 14.1.2 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100% of the total number of days scheduled for completion or 120 days in any 365 day period, whichever is less, or if all the Work is entirely stopped for a continuous period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 certificate for payment and has not notified the Contractor of the reason for withdrawing certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a certificate for payment (without cause) within the time stated in the Contract Documents.
- .4

§ 14.1.2 If one of the above reasons exist, the Contractor may upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract unless this reason is cured prior to the expiration of the notice, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for cost directly related to work thereafter performed by Contractor in terminating such work including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner.

§ 14.1.3 The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in Subparagraph 14.1.1 and 14.1.2.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 refuses or fails to supply enough properly skilled workers or proper materials and/or equipment;
- .2 fails to make proper payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 Disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents;
- .5 Is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or a receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to recognize under bankruptcy or similar laws; or
- .6 Breaches any warranty made by the Contractor under or pursuant to the Contract Documents.

- .7 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .8 Fails after the commencement of the Work to proceed continuously with the construction and completion of the work for more than 10 days except as permitted under the Contract Documents.
- .9 Otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**§ 14.4.4** If Owner terminates the Contract for cause pursuant to Paragraph 14.2 and it is subsequently determined that the Owner was not authorized to terminate the Contract as provided in Paragraph 14.2, the Owner's termination shall be treated as a termination for convenience under this Paragraph 14.4 and the rights and obligations of the parties shall be the same as if the Owner has issued a notice of termination to the Contractor as provided in this Paragraph 14.4.

## **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, 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.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 5 days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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 in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make Claim for an increase in the Contract Sum written notice as provided herein shall be given to the Owner, Architect and Construction Manager (if applicable) before proceeding to execute the Work and within five (5) days after the occurrence of the event giving rise to such Claim for increase in the Contract Sum. The foregoing written notice shall contain a written statement from the Contractor setting forth in detail the nature and cause of the Claim and an itemized statement of the increase requested. No such written notice shall form the basis of an increase to the Contract Sum unless and until such increase has been authorized by a written Change Order executed and issued according to the terms and conditions set forth herein. The Contractor hereby acknowledges that the Contractor shall not have any right to and the Owner will not consider any requests for an increase in the Contract Sum that is not submitted in compliance with the foregoing requirements. Prior notice is required for Claims relating to an emergency endangering life or property arising under Section 10.6.

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

**§ 15.1.5.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be valid unless so made. The Contractor's Claim shall include an estimate of cost and probably effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Sum resulting from such Claim shall be authorized only by Change Order or Construction Change Directive, as the case may be. All required notices for additional costs shall be made by Certified Mail.

**§ 15.1.5.2** 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.

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Owner may claim consequential damages arising out of or relating to this Contract. This 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;



## **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 litigation mediation, to binding dispute resolution.

**§ 15.2.5.1** Any dispute arising under the Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

**§ 15.2.5.1.1** All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with Paragraph 2.

**§ 15.2.5.1.2** Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceeding regarding the matter in dispute would be barred as a matter of law.

**§ 15.2.5.1.3** Nothing herein shall be constructed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

§ 15.2.5.1.4 Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

§ 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 shall be subject to mediation as a condition precedent to non-binding dispute resolution.

§ 15.3.2 The mediation shall be pursuant to industry standards prior to being submitted to a court for adjudication.

*(Paragraph deleted)*

### § 15.4 NON-BINDING ARBITRATION

§ 15.4.1 If agreed to by Owner, non-binding arbitration shall be pursuant to industry standards prior to being submitted to a court for adjudication.

*(Paragraphs deleted)*

## PREVAILING WAGE RATES

## **PREVAILING WAGE RATES**

1. To obtain current prevailing wage rates, visit the following website:  
[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**END OF SECTION**

## **SCHEDULE OF DRAWINGS**

The following contract drawings are herein made part of the project specifications:

- C-1 COVER SHEET AND INDEX OF DRAWINGS
- C-2 ADA GUIDELINES
  
- EX-1 EXISTING BASEMENT FLOOR PLAN
- EX-2 EXISTING FIRST FLOOR PLAN
- EX-3 EXISTING FIRST FLOOR CEILING PLAN
  
- A-1 BASEMENT FLOOR PLAN, FLAGPOLE LOCATION PLAN
- A-2 FIRST FLOOR PLAN, INTERIOR ELEVATIONS AND DETAIL
- A-3 FIRST FLOOR CEILING PLAN AND INTERIOR ELEVATION
- A-4 DOOR SCHEDULE AND DETAILS
- A-5 ROOM AND FASTENING SCHEDULES AND DETAILS
  
- EC1 ELECTRICAL COVER SHEET
- E-1.0 ELECTRICAL LIGHTING FLOOR PLAN
- E-1.1 ELECTRICAL POWER FLOOR PLAN
- E-2.0 ELECTRICAL DETAILS
  
- M-1.0 MECHANICAL COVER SHEET
- M-2.0 MECHANICAL FLOOR PLAN AND NOTES

END OF SECTION

## **AGREEMENT FORM**

1. Owner-Contractor Agreement Form: AIA A101, Owner-Contractor Agreement Form - Stipulated Sum. A draft of the agreement is included as an appendix to these specifications.

**END OF SECTION**

## DEFINITIONS

For the purposes of these specifications, and the accompanying drawings, the following definitions shall apply. This listing of definitions is not intended to be all-inclusive, but rather a clarification of several terms which are commonly used within these documents to describe the contractor's responsibilities under this contract. All other terms shall be defined by the current edition of Webster's unabridged dictionary, and, where appropriate, the best standards of the construction industry.

- 1.1 ALLOWANCE - Final scope for a certain item will be made in the future by the Owner. The Contractor is to include a specified amount of funds in the base contract to cover each identified task in the base bid. Expenditure of Allowance funds shall be substantiated by paid invoices or other means prior to being approved for payment. Unspent Allowance funds shall be credited back to the Owner.
- 1.2 BID ALTERNATE - A specifically stated portion of the work which is to be bid separately from the base bid, and which the owner may, at their sole discretion, decide to accept or reject in order to meet budgetary requirements. A *bid alternate* may be either an "Add Alternate" or a "Deduct Alternate", depending on whether the work described would result in a more costly or less costly project, respectively.
- 1.3 BUILDER'S OPTION - Where an alternative material/method may be identified as equally satisfactory, a *builder's option* may be stated, which allows the contractor to choose among the stated alternatives in order to achieve the best price for the work. The Contractor shall identify which method will be utilized, and remain consistent throughout the project. No change orders shall be awarded if a contractor elects to use the more costly material/method available from the stated *builder's option(s)*.
- 1.4 UNIT PRICE - Due to the undefined nature of certain aspects of the work (especially so in renovation projects where it is likely that concealed conditions will exist which will have an impact on the scope of repair work), the Owner may request *Unit prices* in order to predetermine the costs associated with specific products or activities of the Contractor. *Unit prices* will be established for selected items and/or specific improvements and will be referred to as the basis of approval for any change orders requested, where applicable. A list of *unit prices* will be provided to each subcontractor by the Owner, as applicable for their trade(s), and the costs will be negotiated prior to commencement of the work.

END OF SECTION

## **GENERAL CONDITIONS**

1. General Conditions: AIA A201, General Conditions of the Contract for Construction. Refer to Appendix A201 as amended and as included as an appendix to these specifications.

**END OF SECTION**



## **SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY**

### **PART 1 – GENERAL**

#### **1.1 CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

- A. The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.

#### **1.2 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS**

- A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents, where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

#### **1.3 SAFE ACCESS**

- A. The Contractor shall at all times provide proper facilities for safe access to the work by Owner, his representatives, or authorized government officials.

#### **1.4 CONSTRUCTION SAFETY PROGRAM**

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

#### **1.5 SAFETY EQUIPMENT**

- A. The Contractor, as part of his safety program, shall maintain within an office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the job site.

- B. The Contractor shall do all work necessary to protect the general public from hazards and shall be furnished in sufficient amount to safeguard the public and the work.
- C. The performance of all work and all completed construction particularly with respect to ladders, platforms, openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- D. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways, all such barriers shall have adequate warning lights as necessary, or required, for safety.

#### 1.6 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the appropriate governmental agencies and to the Engineer. In addition, the Contractor must promptly report in writing to the appropriate governmental agencies and to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the appropriate governmental agencies and to the Engineer, giving full details of the claim.

#### 1.7 TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits, protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over, temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the work site shall be kept in an orderly condition at all times.
- C. When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

## 1.8 TRAFFIC CONTROL

- A. Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control.

## 1.9 SNOW REMOVAL

- A. On-site snow removal shall be the Contractor's responsibility wherever construction has not been completed. Snow removal shall be performed promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed.

## 1.10 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department, conduct operations with the least interference to fire equipment access, and at no time prevent such access.
- B. The Contractor shall leave his night emergency telephone number or numbers with the police department so that contact may be made easily at all times in case of emergencies.

## 1.11 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

## 1.12 WATCHMEN

- A. The Contractor, where necessary to safeguard the work and equipment, shall employ a licensed, uniformed watchman or watchmen physically capable of adequately patrolling the whole of the work, who shall be at the site of the work at all times, except during ordinary working hours, from the beginning to the date of acceptance of the work.

## 1.13. CONTRACTOR TO SAFEGUARD EXISTING UTILITIES

- A. The Contractor shall perform all work including excavation, dewatering, and demolition operations, in such a manner as to avoid damage to existing buildings, fire hydrants, power poles, lighting standards, and all other existing utilities, public or private.

#### 1.14 PROTECTION OF PUBLIC PROPERTY

- A. The Contractor shall employ such means and methods as necessary to adequately protect public property and property of the owner against damage. In the event of damage to such property, the Contractor shall, at his own expense, immediately restore the property to a condition equal to its original condition and to the satisfaction of the Engineer and the owner of said property.

#### 1.15 PROTECTION OF PRIVATE PROPERTY

- A. Protect stored materials and other items located adjacent to the proposed work. Notify property owners affected by the construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 8 hours, unless the Contractor has made special arrangements with the affected persons.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION

## SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. General Notes.
2. Work covered by Contract Documents.
3. Contractor Use of Premises.
4. Occupancy Requirements.

#### 1.2 GENERAL NOTES

Project Name: City of Salem Municipal Building First Floor Fit-Out

Project Number: SC2023-01

Location: 125 West Broadway, Salem, New Jersey 08079

##### **Base Bid Item:**

**Exterior:** New work includes the installation of a commercial twenty-foot aluminum flagpole complete with concrete foundation and flagpole accessories. New ground mounted exterior lighting for the flagpole and the Borough sign (provided by others).

**Basement:** New work includes a storage cage with wood framed walls enclosed with wire mesh, framed to the underside of the ceiling with a wood door. Construction material for the new storage cage to match the material of the existing storage cage.

**First Floor:** New work includes metal wall partitions and limited level III bullet resistant partitions with aluminum framed bullet-resistant service windows with transaction trays. Installation of limited Insulgard Security Products bullet resistant fiberglass board, work counters with vertical supports, finished and painted GWB, rubber wall base, solid wood doors and metal frames with electronic keyless locks. Framed openings for picture windows in new offices, single fixed scissor gate for the existing elevator and visual display board. Patch / repair existing walls damaged due to construction. Suspended ceiling grid and tiles to remain and be modified with new wall partition supports. Modifications to the electrical system including new circuits, new electrical devices, and new/relocated lighting fixtures, relocate existing HVAC vents and returns, install new HVAC vents and returns. Paint all new walls and any existing walls that require repairs due to construction. All materials shall be provided and installed in the manner described in the plans and specifications or according to industry best practices.

Existing conditions shall be observed prior to bidding so bidder can be aware of any potential building and/or utility conflicts or structural issues that are readily observable on the exterior/interior of the buildings and/or sites.

- A. This project is subject to the provisions of the New Jersey Uniform Construction Code [N.J.A.C. 5:23]. The Contractor shall verify all code requirements and bring any discrepancies between code requirements and the construction documents to the attention of the Architect prior to commencing with construction.
- B. Before construction proceeds in the project area, the Contractor is to verify the location of any underground utility facilities (gas mains, electric lines, telephone lines, water mains, storm sewer lines, sanitary sewer lines, etc). The contractor shall be responsible to have all existing utilities disconnected and capped as necessary to complete the work under the contract.
- C. All materials installed will be inspected by the Architect / Engineer. All material that fails to pass inspection shall be repaired or replaced to the satisfaction of the Architect at no additional cost to the Owner. Inspection shall then be repeated until satisfactory results are achieved.
- D. Contractor shall safeguard against or remove from the site any hazard, such as excavations, broken concrete, blocked sidewalks, etc. Contractor shall be responsible for removal of ice and/or snow from any public walkways or driveways on the site.
- E. It is the Contractor's responsibility to inspect and assess the project and to fulfill the intent of the work indicated by the contract documents. Contractor shall verify all conditions and dimensions within the contract limits. Deviations from the contract documents necessitated by field conditions shall be brought to the attention of the Architect.
- F. Contractor shall bring errors and omissions which may occur in contract documents to the attention of the Architect and instructions shall be obtained from the Architect before proceeding with affected work. The Contractor will be held responsible for the results of any errors, discrepancies, or omissions in the contract documents which can readily or reasonably be determined and for which the Contractor failed to notify the Architect before construction and/or fabrication of subject work.
- G. Do not scale the drawings. Refer to written text and dimensions for information. The Contractor and Sub-Contractor shall verify all dimensions and job conditions at the job site sufficiently in advance of work to be performed to assure the orderly progress of the work.
- H. The Contractor shall make no changes without written approval of the Architect/Engineer. Contractor shall insure safety and stability of structure(s) at all times during the construction period.
- I. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- J. The Contractor is responsible for security at the project site via monitoring, temporary fencing, or other means necessary to prevent theft and vandalism.

- K. The Contractor shall limit the use of the premises to the areas indicated. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall maintain the premises clean and free of all trash, debris and shall protect all adjacent work from damage, soiling, etc.
- L. Do not unreasonably encumber the work area with materials or equipment. Confine stockpiling of materials to the areas approved by the Owner. If additional storage is necessary, obtain and pay for such storage off site. Maintain the site in a clean and sanitary condition.
- M. Contractor to provide temporary chain link fence protection to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent spaces from damage.
- N. Contractor to keep project area clean and free of debris. Contractor shall maintain a supply of hardhats for use by visitors to the site and enforce the use thereof.
- O. The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality. Protect installed work and provide special protection where specified in individual specification Sections.
- P. The Contractor shall review the Contract Drawings and Specifications for other items of work required to provide a complete project and shall provide them in his Total Price Bid so as to impose no additional cost to the Owner for the completion of this project.
- Q. The Contractor shall be responsible for obtaining all necessary local approvals, permits, registrations and/or certifications and construction. The Contractor must follow and comply with all applicable requirements and standards as required under the approvals, permits, registrations and/or certifications and construction permits obtained for this project. Also, reference the "Supplementary Conditions" for additional permit requirements.
- R. The Owner and its Architect shall not be responsible for job safety. The Contractor shall be responsible for all job safety requirements for his employees and sub-contractors in the performance or the work under this project.
- S. The Contractor shall supply, place, and maintain at all times during the term of the Contract such safety equipment and procedures as are required for protection of persons and property.
- T. The Contractor is responsible for all lines, elevations, and measurements, exercising precaution to verify all dimensions shown on the Contract Drawings.
- U. The Contractor shall be responsible for surface restoration work as required to complete the installation and restore all areas affected due to the performance of the work under this contract. All affected areas shall be left in the same or in a condition better than existed before the start of construction or as shown on the Contract Drawings.

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS – BASE BID

- A. Provide and pay for all labor, superintendence, materials, tools, transportation, services, licenses, taxes, equipment and all means of construction necessary and reasonably incidental to the completion of the improvements required for the City of Salem Municipal Building First Floor Fit-Out as specified herein and as shown on the Contract Drawings.
- B. All materials and labor obviously a part of the work, and as necessary for proper installation and/or operation of same, although not specifically indicated on the Contract Drawings and/or in the Specifications shall be provided by the Contractor as if called in detail without additional cost to the Owner.
- C. The work for this project under the Base Bid includes the following:
  - 1. See section 1.2 General Notes above for full description of the project scope.
  - 2. Without intending to limit or restrict the amount of work included and solely for the convenience of the Contractor, the major items of work included shall comprise of the following:
    - i. Make provisions as necessary to address any impediments or existing utilities that require temporary measures during the Work.
    - ii. Installation shall include all labor required by the manufacturer to provide a completed project as described on the attached contract drawings. All final dimensions shall be confirmed by the Contractor in the field prior to beginning construction.

### 1.6 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities in areas indicated.
  - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  - 2. Contractor to secure and protect work area from rest of the site for dust and noise control.

END OF SECTION



## MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 BID/PAY ITEMS / SCHEDULE OF VALUES

- A. All payments or credits shall be made on the basis of the TOTAL PRICE BID by the Contractor. The Contractor shall submit a detailed and balanced schedule of values. Following the acceptance of the schedule of values by the Owner, progress payments may be requested based on the approved schedule.
- B. The Contractor shall prepare his schedule of values so that it reflects the actual costs which the bidder anticipates the performance of work under each item delineated so that the item includes all costs associated with the bidders anticipated profit, overhead and costs to perform the work.
- C. The Owner may increase or decrease the quantity of work to be done under any item and that the Contractor will only be paid for actual quantity of work provided based on the prices delineated under the Owner approved schedule of values.
- D. The schedule of values will be considered materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- E. No progress payments will be made for Lump Sum items for which the Contractor has not included a price breakdown in the Owner approved schedule of values.
- F. Measurement for partial payments will be made by the Engineer (Architect) and will be based on the work that the Engineer (Architect) considers complete, and the assigned values in the Owner approved schedule of values. The Engineer (Architect) shall be the sole judge of the percentage of completion of a Lump Sum item.
- G. Individual schedule of value items will not be considered complete until installation and testing are complete and the item is placed in service, or in the Engineer (Architect)'s judgment is available to be placed in service.

#### 1.2 PROGRESS PAYMENTS (PARTIAL PAYMENTS)

- A. Progress payments for the approved and measured quantities of an item will be subject to the retainage as set forth in the General conditions.
  - 1. Progress payments approved for temporary measures are made based on the temporary measure being maintained by the Contractor until replaced by permanent measures or until no longer required and the Contractor is directed by the Engineer (Architect) to remove the temporary measure.
  - 2. When in the opinion of the Engineer (Architect), the Contractor is not maintaining the temporary measure, the Contractor shall be so notified by the Engineer (Architect).

3. Following notice to the Contractor the Engineer (Architect) will increase retainage on Contractors future application or applications for progress payments in an amount equal to or exceeding that previously approved for the temporary measures that are not being maintained by the Contractor.

#### 1.4 MEASUREMENT OF QUANTITIES

- A. The Engineer (Architect) shall be the sole judge of the completeness of the work as well as the quantity of the item installed in the work.
- B. Completed work shall be measured for payment by the Contractor. The measurement shall be performed in the presence of the Engineer (Architect). The measurement shall be certified by the Contractor and witnessed by the Engineer (Architect).
- C. Method of measurements shall be as delineated on the Owner approved schedule of values.
- D. The day the measurement is performed the Contractor shall provide to the Engineer (Architect) one copy of the certified and witnessed measurements.
- E. Contractors application for payment shall be accompanied by certified and witnessed measurement records covering all work for which payment is requested.

#### 1.5 CREDITS

- A. No payments will be made for items or quantities of items not installed in the work. The Contractor will be paid only for work and materials that are installed and accepted.

#### 1.6 WORK INCLUDED IN BASE BID

- A. The total price bid by the Contractor shall include all labor (based on NJ Prevailing Wages), superintendence, materials, tools, transportation, plant and equipment, overhead and profit, and all means of construction necessary and reasonably incidental to the complete and full operation of the City of Salem Municipal Building First Floor Fit-Out in accordance with the Contract Documents. No additional or separate payments will be allowed under this contract.
- B. All materials and labor obviously a part of the work, and as necessary for proper installation and/or operation of same, although not specifically indicated as Base Bid work on the Contract Drawings and/or in the Specifications shall be provided by the Contractor as if called out in detail without additional cost to the Owner and shall be considered to be included in the total price bid by the Contractor.
- C. Measurement and payment will be made in accordance with the approved schedule of values for work and materials that are installed and accepted by the Architect.

END OF SECTION

## **ALLOWANCE**

### **PART 1 - GENERAL**

1.1 DESCRIPTION OF THE WORK: The Contractor shall provide for a \$10,000 allowance for “if and where work” as directed by the Owner and/or Architect.

1.2 The Contractor will only be paid for actual work directed by the Owner.

**END OF SECTION**

## **PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Administrative and supervisory personnel.
2. Submittals.
3. Contractor quality control.
4. Coordination.
5. Project coordination.
6. Preconstruction meeting.
7. Progress meetings.
8. Progress Reports.
9. Pre-installation meetings.
10. Schedule of Values.
11. Application for Payment.
12. Change Procedures.

#### **1.2 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. Project Manager/Administrator:** Contractor Representative experienced in administration, supervision, and quality control of building expansion and alteration construction, similar to Work of this Project, including electrical work.
- B. Project Field Superintendent:** Contractor Representative experienced in general field supervision of building construction, similar to Work of this Project, including electrical work, to supervise, direct, inspect and coordinate Work of Contractor, subcontractors, suppliers and installers, and expedite Work to assure compliance with Construction Schedules. Project Field Superintendent shall be a full-time on-site job assignment.

#### **1.3 SUBMITTALS**

- A.** Submit shop drawings, product data, samples, and other required submittals, in accordance with Section 013010 - Submittal Procedures, for review and compliance with Contract Documents, and for conformance to field dimensions and clearances.
- B.** Submit Requests for Information and interpretation of Contract Documents in a timely manner and obtain replies from Owner's Representative prior to proceeding with the work in question.
- C.** Submit schedule of values within ten (10) days from notice to proceed. Submit "pencil copy" of proposed Payment Application (fax or email is acceptable) not less than 96 hours prior to the scheduled site meeting at which the Payment Application is to be presented.

- D. Submit executed bonds and insurance certificates within ten (10) days from notice to proceed.

#### 1.4 CONTRACTOR QUALITY CONTROL

- A. Coordinate all program activities through the representatives of the local utility companies, or their assigned agents as required.
- B. Coordinate scheduling of inspection and testing required by individual specification Sections and in accordance with Section 014000 - Quality Control.
- C. Coordinate schedule for testing to be performed by the Owner under separate contract.

#### 1.5 COORDINATION DRAWINGS

- A. Prepare and distribute coordination drawings where close coordination is required for installation of Products and materials fabricated off-site by separate entities, and where limited space availability requires maximum utilization of space for efficient installation of different components. Show interrelationship of components shown on separate shop drawings. Indicate required installation sequences.

#### 1.6 PROJECT COORDINATION

- A. Coordinate construction activities and work of all trades under the construction documents and Work of Contract to facilitate orderly installation of each part of Work. Coordinate construction operations included under the construction documents and Contract that are dependent upon each other for proper installation, connection, and operation.
- B. Where installation of one part of Work is dependent on installation of other components, either before or after that part of Work, schedule construction activities in sequence required to obtain uninterrupted installation.
- C. Obtain drawings, manufacturer's product data, instructions, and other data to provide a complete and proper installation.
  - 1. Check field dimensions prior to installing products. Verify necessary clearances and means of access from equipment storage to final position.
  - 2. Make data and information available to trades involved.
- D. Ensure that utility requirements for the installation of service laterals, meter locations, etc. are compatible current regulations.
- G. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination.

- H. After Owner occupancy of Project, coordinate access to project for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### 1.7 PRE-CONSTRUCTION MEETING

- A. Owner and Owner's Representative will schedule a meeting after Notice of Award.
- B. Attendance: Owner, Owner's Representative, Contractor, Project Superintendent, and Contractor Quality Control Representative, plus others at the invitation of the Owner.
- C. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Designation of personnel representing the parties in Contract.
  - 3. Procedures and processing of Requests for Information, field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and contract closeout procedures.
  - 4. Scheduling.
  - 5. Review of any special conditions or requirements for interim inspections.
  - 6. Construction facilities and temporary controls.
- D. Owner's Representative or authorized representative will record minutes and distribute copies to participants, and those affected by decisions made.

#### 1.8 PROGRESS MEETINGS

- A. Owner's Representative or authorized representative will schedule and administer meetings throughout progress of Work at intervals as agreed upon by the Owner, Owner's Representative and Contractor.
- B. Owner's Representative or authorized representative will make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance: Job Superintendent, Contractor Quality Control Representative, major Subcontractors and suppliers, and Owner's Representative as appropriate to agenda topics for each meeting.
- D. Owner's Representative or authorized representative will record minutes and distribute copies to participants, and those affected by decisions made.

#### 1.9 PROGRESS REPORTS

- A. Construction Progress Schedules
  - 1. Submit initial progress schedule in duplicate within 15 days after "Commencement of Work" for Owner/Owner's Representative review.

2. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
3. Submit a horizontal bar chart with separate line for each section of Work, identifying first work date of each week.

#### 1.10 SCHEDULE OF VALUES

- A. Submit a construction cost breakdown after contract award to the Owner's Representative using AIA Form G703, or other approved format. Contractor may be required to utilize established formats as may be required by entities providing funding for the project.

#### 1.11 APPLICATION FOR PAYMENT

- A. Submit three (3) original copies of each application in the prescribed format for review, signature & processing at the Project Meeting assigned for that purpose. Submit "pencil copy" of proposed Payment Application (fax or email is acceptable) not less than 96 hours prior to the scheduled site meeting at which the Payment Application is to be presented.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Following completion of the following requirements, final payment request may be submitted:
  1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
  2. Settle liens and other claims, or assure Owner of subsequent settlement.
  3. Submit proof of payment on fees, taxes and similar obligations.
  4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.
  5. Completion of requirements specified in "Project Closeout" section.
  6. Obtain consent of surety for final payment.

## 1.12 CHANGE PROCEDURES

- A. Submit backup materials and costs associated with any proposed Change Order to the Owner & Owner's Representative for review. DO NOT proceed with any work for which a Change Order is necessary without written approval to do so. Failure to obtain written approval may void Contractor's claim associated with the changed work, or the acceptance thereof.
- B. Change Procedures: Change Order Forms - AIA G701 or other approved format.

END OF SECTION



## **SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Section Includes:
  - 1. Submittal procedures.
  - 2. Product Data, Shop Drawings, and Samples.
  - 3. Assurance/Control submittals.
    - a. Certificates.
    - b. Manufacturer's installation instructions.
  - 4. Owner's Representative's action.

#### **1.2 SUBMITTALS**

- A. Submit two copies of proposed Schedule of Submittals to Owner's Representative within 30 days after receipt of Notice to Proceed. List all items require submittal for review and approval by Owner's Representative. Utilize Submittal Schedule, AIA Document G712, or other approved format.
- B. Schedule of Submittals: Include the following.
  - 1. Indicate type of submittal; product data, shop drawing, sample, certificate, or other submittal.
  - 2. Identify by Plan and/or Detail number where item is specified, and description of item being submitted.
  - 3. Indicate scheduled date for initial submittal.
- C. Coordinate Schedule of Submittals with Construction Schedule. Revise and update Schedule of Submittals when required by changes in the Construction Schedule. Provide Owner's Representative with updated schedules within 2 days of date schedule is revised.

#### **1.3 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Owner's Representative accepted form. Submit the number of opaque reproductions which the Contractor requires, plus two (2) copies which shall be retained by the Owner's Representative.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.

- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- E. Revise and resubmit when required, identify all changes made since previous submission.

#### 1.4 PRODUCT DATA

- A. Product data includes printed information such as catalog cuts, manufacturer's published instructions, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, performance curves and other similar items.
- B. Submit the number of copies which the Contractor requires, plus two copies which will be retained by Owner's Representative.
- C. Mark each copy to identify applicable products, models, options, and other data. Submissions which do not specifically indicate the products being used from among multiple products shown will be rejected without review for resubmittal. Supplement manufacturers' standard data to provide information unique to this Project.

#### 1.5 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency and one opaque reproduction.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### 1.6 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in colors selected, textures, and patterns for Owner's Representative selection.
- C. Include identification on each sample, with full Project information.

- D. Submit four (4) samples; one of which will be retained by the Owner's Representative, minimum of three (3) sets.

#### 1.7 CERTIFICATES

- A. When specified on the Construction Drawings or requested by the Owner, submit certification by manufacturer to Owner's Representative, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner's Representative.

#### 1.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified on the Construction Drawings, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Owner's Representative in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.9 OWNER'S REPRESENTATIVE ACTION

- A. For submittals where action and return is required or requested, Owner's Representative will review each submittal, mark to indicate action taken, and return promptly; generally within 10 calendar days from date of receipt.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
  - 2. Submittals for information, closeout documents, record documents and other submittals for similar purposes, no action will be taken.
- B. Action Stamp: Owner's Representative will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken.
  - 1. "No Exceptions Taken": Final Unrestricted Release. Where submittals are marked "No Exceptions Taken", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. "Approved as Noted": Final-But-Restricted Release. When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. "Rejected" or "Resubmit": Returned for Resubmittal. When submittal is marked "Rejected" or "Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
4. Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be retained for the Owner's Representative's reference purposes and/or discarded. No return to the Contractor will occur.

END OF SECTION

## **JOB COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 COORDINATION WITH OWNER**

- A. All aspects of the project must be coordinated through the Owner or their designated representative.
- B. The Contractor shall present an approximate schedule of construction at the pre-construction conference. The schedule shall indicate the work to be performed, the anticipated dates, and the areas where the work will be performed.
- C. The Contractor shall schedule his work and the work of his subcontractors to avoid conflicts, with other Contractors and the Owner's use of the facilities.
- D. All requests for variation from the specifications shall be made to the Engineer.

#### **1.2 COORDINATION OF PROJECT (per N.J.A.C. 7:22-3.30)**

- A. During the construction phase of the projects, job meetings shall be held at frequent intervals to review construction progress and to resolve difficulties which might delay completion of the work. Attendees at these meetings shall include the Owner, the Architect / Engineer, the Inspectors (construction and environmental) and the Contractor.
- B. After the award of a contract and prior to the start of work, a pre-construction meeting shall be scheduled by the Owner. The Owner, the Architect / Engineer, the Inspectors and the Contractor must be present at the preconstruction meeting.

**END OF SECTION**

## **QUALITY CONTROL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 2. Quality control procedures.
  - 3. Contractor's testing and inspection reports.
  - 4. Non-compliance check-off list.
  - 5. Completion and inspection of Work.
  - 6. Field samples.

#### **1.2 QUALITY CONTROL PROCEDURES**

- A. Monitor quality control over Contractor staff, subcontractors, suppliers, manufacturer's, products, services, site conditions, and workmanship.
- B. Comply fully with manufacturer's published instructions, including each step in sequence of installation.
- C. Should manufacturer's published instructions conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- D. Comply with specified standards as a minimum quality for Work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons who are thoroughly qualified and trained in their respective trade, to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- G. Perform tests required by governing authorities having jurisdiction and utilities having jurisdiction.

#### **1.3 TESTING AND INSPECTION LABORATORY SERVICES**

- A. Selection and Payment:
  - 1. Employment and payment for services of an Independent Testing and Inspection Laboratory to perform specified testing and inspection, by Contractor.

2. Employment of Independent Testing and Inspection Laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

B. Quality Assurance:

1. Comply with requirements of ASTM C 802, ASTM C 1077, ASTM C 1093, ASTM D 290, ASTM D 3740, ASTM D 4561, ASTM E 329, ASTM E 543, ASTM E 548, and ASTM E 699.
2. Laboratory: Authorized to operate in State in which Project is located.
3. Laboratory Staff: Maintain a full time registered engineer on staff to review services.
4. Testing Equipment: Calibrated at reasonable intervals with devices of and accuracy traceable to either National Bureau of Standards or accepted values of natural physical constraints.

C. Laboratory Responsibilities: Contractor should ensure the Laboratory has the following responsibilities and limits on authority (See D).

1. Test samples of mixes submitted by Contractor.
2. Provide qualified personnel at Project site. Cooperate with Architect / Engineer and Contractor in performance of services.
3. Perform specified sampling, testing, and inspection of Products in accordance with specified standards.
4. Determine compliance of materials and mixes with requirements of Contract Documents.
5. Promptly notify Contractor Quality Control Representative and Architect / Engineer of observed irregularities or non-conformance of Work or Products.
6. Perform additional tests as required by Architect / Engineer.
7. Attend appropriate preconstruction meetings and progress meetings.

D. Limits on Authority:

1. Laboratory may not release, revoke, alter, or expand on requirements of Contract Documents.
2. Laboratory may not approve or accept any portion of Work.
3. Laboratory may not assume any duties of Contractors.
4. Laboratory has no authority to stop Work.

#### 1.4 CONTRACTOR FIELD INSPECTION AND TESTING

- A. Contractor: Test and Inspect Work provided under this Contract to ensure Work is in compliance with Contract requirements. Required tests and inspections are indicated in each individual Specification Section.
- B. Preparatory Inspection: Performed prior to beginning Work and prior to beginning each segment of Work and includes:
- C. Initial Inspection: Performed when representative portion of each segment of Work is completed and includes:
  - 1. Performance of required tests.
  - 2. Quality of workmanship.
  - 3. Review for omissions or dimensional errors.
  - 4. Examination of products used, connections and supports.
  - 5. Approval or rejection of inspected segment of Work.
- D. Follow-Up Inspections: Performed daily, and more frequently as necessary, to assure non-complying Work has been corrected.
- E. Testing and Inspection: Perform testing and inspection in accordance with requirements in individual Specification Sections.

#### 1.5 CONTRACTOR'S TEST AND INSPECTION REPORTS

- A. Prepare and submit, to Owner's Representative, a written report of each test or inspection signed by Contractor Quality Control Representative performing inspection within 2 days following day inspection was made.
- B. Include the following on written reports of inspection:
  - 1. Cover sheet prominently identifying that inspection "CONFORMS" or "DOES NOT CONFORM" to Contract Documents.
  - 2. Date of inspection and date of report.
  - 3. Project name, location, solicitation number, and Contractor.
  - 4. Names and titles of individuals making inspection, if not Contractor's Project Field Superintendent.
  - 5. Description of Contract requirements for inspection by referencing Specification Section.
  - 6. Description of inspection made, interpretation of inspection results, and notification of significant conditions at time of inspection.
  - 7. Requirements for follow-up inspections.



## 1.6 NON-COMPLIANCE CHECK-OFF LIST

- A. Maintain check-off list of Work that does not comply with Contract Documents, stating specifically what is non-complying, date faulty Work was originally discovered, and date Work was corrected. No requirement to report deficiencies corrected same day it was discovered. Submit copy of Non-Compliance Check-Off List of non-complying work items to Owner's Representative on a weekly basis.

## 1.7 COMPLETION AND INSPECTION OF WORK

- A. Prior to final acceptance by Owner's Representative, submit a certification signed by Contractor to Owner's Representative stating that all Work has been inspected and all Work, except as specifically noted, is complete and in compliance with Contract Documents.
- B. Record Documents: By Contractor Quality Control Representative. Ensure that "As-Builts" required by Section 017001 - Closeout Submittals, are marked to show any deviations which have been made during the course of construction and are kept current on a daily basis. Upon completion of the Work, certify the accuracy of the "As-Builts" and submit to Owner's Representative.

## 1.8 FIELD SAMPLES

- A. Construct field samples at the site for review as requested by the Owner or Owner's representative. Acceptable samples represent a quality level for work. Field samples shall remain in place until subject project work is completed and accepted.

END OF SECTION

## **MATERIAL / MANUFACTURER SUBSTITUTION POLICY**

### **PART 1 - GENERAL**

#### **1.1 MATERIALS AND EQUIPMENT**

##### **A. Products:**

1. Products: Means new material, machinery components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
2. Use interchangeable components of the same manufacture for similar components.

##### **B. Product Options:**

1. Products specified by Reference Standards or by Description Only: Any product meeting those standards or description and approved by the Architect.
2. Products specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named by the Architect.

#### **1.2 SUBSTITUTION POLICY**

- A. Contractor must take note that certain provisions within the drawings for these projects have been designed to utilize a specific product(s) available only through the designated manufacturer(s). The products and materials specified in this manner have been identified by the Owner and/or the Architect as the "basis of design" for the project(s), and may not be substituted unless specifically agreed to in writing by the Owner and/or the Architect. This policy will be strictly adhered to in order to maintain uniform appearance, function, and maintenance considerations for the project.
- B. If a specified product or material is no longer available, or a substitution is desired for other reasons, for items specified as a specific model number, color, and/or manufacturer, the proposed product will be required to be equivalent in every respect to the item specified. The criteria for approval as an "equivalent" shall include, but not be limited to, performance, dimension, appearance, finish, warranty, and/or the interchangeability of replacement parts with the product originally specified.
- C. Proposed substitutions shall be submitted to the Architect in writing, including detailed shop drawings and product data for the proposed product, as applicable.

**END OF SECTION**

## EXECUTION REQUIREMENTS

### 1.1 SUMMARY

#### A. Section Includes:

1. Installation.
2. Cleaning.
3. Starting and adjusting.

#### B. Installation:

1. Refer to installation requirements included on the drawings or indicated in the manufacturers written specifications.
2. For each Product, inspect substrate and conditions under which the Work will be performed. Do not proceed until unsatisfactory conditions have been corrected.
3. Comply with manufacturer's published installation instructions and recommendations, to extent that instructions and recommendations are more explicit or stringent than requirements in Contract Documents.
4. Inspect Products immediately upon delivery to Project Site ready for installation.
  - a. Inspect Products immediately before start of application, installation, or erection.
  - b. Reject damaged and defective Products.
5. Verify and check dimensions and measurements before start of installation or erection.

### 1.2 CLEANING

#### A. Cleaning During Construction: Maintain the project site as clean as practicable throughout construction period, including the removal of debris, trash, etc.

#### B. Final Cleaning:

1. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
2. Complete following cleaning operations before requesting Punchlist inspection for Substantial Completion of Project by Owner's Representative. Project shall be "move-in" ready for Punchlist inspection.

- a. Clean Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
  - b. Remove tools, construction equipment, machinery and surplus material from Project Site.
  - c. Remove snow and ice to provide safe access to building.
  - d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
  - e. Leave Project clean and ready for use.
4. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from Project Site and dispose of in accordance with requirements of local authorities having jurisdiction.

END OF SECTION

## **CLOSE-OUT SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Operation and Maintenance manuals.
2. Product warranties.
3. "Record As-Built Drawings".

#### **1.2 OPERATION AND MAINTENANCE MANUALS**

**A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.**

1. Prepare data in the form of an instructional manual.
2. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
3. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
4. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
5. Text: Manufacturer's published data, or typewritten data on 20 pound paper.
6. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
7. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, in three parts as follows:
  - a. Part 1: Directory, listing names, addresses, and telephone numbers of Owner's Representative, Contractor, Subcontractors, and major equipment suppliers.
  - b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - 1) Significant design criteria.

- 2) List of equipment.
  - 3) Parts list for each component.
  - 4) Operating instructions.
  - 5) Maintenance instructions for equipment and systems.
  - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- c. Part 3: Project documents and certificates, including the following:
- 1) Shop drawings and product data.
  - 2) Certificates.
  - 3) Photocopies of warranties.

### 1.3 PRODUCT WARRANTIES

- A. Submit Warranties required for specific Products or Work as specified in each individual Section.
- B. List of Minimum Required Warranties and Guarantees (where applicable):
1. General Contractor - One (1) year guarantee for all labor and materials for the entire project.
- C. Form of Submittals:
1. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
  2. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
  3. Table of Contents: Neatly typed, in sequence of Table of Contents of Project Manual, with each item identified with number and title of specification Section in which specified, and name of Product or Work item.
  4. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

D. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's Representative approval, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Final Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Final Completion, submit within 10 days after acceptance.

1.4 "PROJECT RECORD AS-BUILT DRAWINGS"

A. Project Record Documents required include:

1. Marked-up copies of Contract Drawings.
2. Marked-up copies of Shop Drawings.
3. Marked-up copies of Contract Modifications.
4. Marked-up Product Data submittals.
5. Field records for variable and concealed conditions.
6. Record information on Work that is recorded only schematically.

B. Maintenance of Documents: Store record documents in field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain and protect record documents from damage in a clean, dry, legible condition. Make documents available at all times for inspection.

C. Record Drawings:

1. During construction, maintain a set of black-line white-prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
  - a. Mark these Drawings to indicate actual installation where installation varies from installation shown originally. Give particular attention to information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - 1) Dimensional changes to Drawings.
    - 2) Revisions to details shown on Drawings.
    - 3) Depths of foundations below first floor.

- 4) Locations and depths of underground utilities.
  - 5) Changes made by Contract Modification.
  - 6) Details not on original Contract Drawings.
- b. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  - c. Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of Work at same location.
  - d. Mark important additional information which was either shown schematically or omitted from original Drawings.
  - e. Note construction change directive numbers, alternate numbers, Contract Modification numbers and similar identification.
  - f. Contractor bears full Responsibility for Markup and Supervision of the As-Built documentation throughout the course of the project. Where feasible, individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, is required to prepare mark-up on Record Drawings.
    - 1) Accurately record information in an understandable Drawing technique.
    - 2) Record data as soon as possible after it has been obtained. In case of concealed installations, record and check mark-up prior to concealment.
  - g. At time of Final Acceptance, submit record Drawings to Owner's Representative for Owner's records. Organize into sets, bind and label sets for Owner's continued use.
2. Copies and Distribution: After completing preparation of Record Drawings, print 3 black-line prints of each Drawing, whether or not changes and additional information were recorded. Organize copies into manageable sets. Bind each set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.
    - a. Organize and bind original marked-up set of prints that were maintained during construction in same manner.
    - b. Organize record transparencies into sets matching print sets. Place each set in durable tube-type Drawing containers with end caps. Mark end cap of each container with suitable identification.



D. Additional Record Submittals:

1. Refer to other specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Final Acceptance, complete additional records and place in order, properly identified and bound or filed, ready for use and reference.
  - a. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
    - 1) Load and performance testing.
    - 2) Inspections and certifications by governing authorities.
    - 3) Fire resistance and flame spread test results.
    - 4) Final inspection and correction procedures.

END OF SECTION

## **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous construction waste.
  - 2. Disposing of nonhazardous construction waste.

#### **1.2 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### **1.3 SUBMITTALS**

- A. Recycling and Waste Management Plan: Submit three (3) copies of plan within seven (7) days of date established for the Notice to Proceed.
- B. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Dated photographs of dumpsters labeled for separation.

- E. Alternate to items B, C and D above: provide copy of contract with hauler/recycler indicating off-site separation method and submittals B, C and D.
- F. During construction provide photographs of various dumpsters with materials separated and one photograph of final hauler facility where materials are recycled.
- G. At final construction meeting, submit final breakdown of recycled vs. non-recycled construction materials by weight and dumpster.

#### 1.4 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site.

#### 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PLAN IMPLEMENTATION

- A. General: Implement rules and regulations of waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract. Conduct construction waste management and disposal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled or reused.

### 3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from the weather.
  5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees on-site or at landfill facility.
- C. Wood Materials:
  1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
  1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. A minimum of 50% of project waste shall be diverted from landfill.
  - 2. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
  - 3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

## **SECTION 024100**

### **DEMOLITION**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Provide all labor, superintendence, materials, tools, transportation, plant and equipment and all means of construction necessary and reasonably incidental to:

Bid Item – See Section 011000 - Summary of Work, 1.2 General Notes for full description of the project scope.

- B. The Contractor shall be responsible for obtaining all necessary approvals, permits, registrations and/or certifications and construction permits including, fees for the same. The Contractor must follow and comply with all applicable requirements and standards as required under the approvals, permits, registrations and/or certifications and construction permits obtained for this project.

##### **1.2 PROJECT CONDITIONS**

- A. Dust Control: To prevent unnecessary spread of dust during performance of demolition work (including crushing of concrete footings and foundations), thoroughly moisten surfaces and debris as required to prevent dust being a nuisance to the public, neighbors and concurrent performance of other work on the site. Contractor shall be responsible for securing a supply of water in accordance with applicable regulations. Contractor shall be responsible for providing all water required at his cost.

#### **PART 2 - PRODUCTS**

##### **2.1 MATERIALS**

- A. Materials needed or required for temporary protection in the form of barricades, fences, enclosures, etc., may be "used" construction materials of sound condition and reasonably clean. However, the condition of same materials shall meet or exceed the requirements of governing agencies or approving bodies as may be involved with the work.
- B. Equipment, machinery and apparatus, motorized or otherwise, used to perform the demolition work may be used as chosen at the Contractor's discretion, but which will perform the work within the limits of the Contract requirements for the duration of the project.

#### **PART 3 - EXECUTION**

##### **3.1 EXAMINATION**

- A. Prior to performance of the actual work, carefully inspect the entire site and

structures and locate, and verify with the Architect / Engineer those structures and objects designated to be demolished and removed and those structures and objects to be preserved.

- B. Locate existing exposed and buried active utilities and determine the requirement for their protection, or their disposition with respect to the demolition work. Refer to Section 3.7 for additional requirements.

### 3.2 PERFORMANCE

- A. Conduct demolition to minimize interference with adjacent structures or properties and protect existing structures/surfaces to remain.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify Project Manager and authority having jurisdiction; do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. Sprinkle demolition areas with water to minimize dust. Provide hoses and water connections for this purpose.

### 3.3 DEBRIS REMOVAL

- A. Dispose of demolition debris off site in a lawfully approved landfill area. Licensed to receive demolition materials including asbestos and lead.

### 3.4 ABANDONED EQUIPMENT AND MACHINERY

- A. Existing equipment and machinery in or on the structures shall become the property of the Contractor and may not be disposed of on the site but shall be removed and disposed of in a lawful manner off site.

### 3.5 CONCRETE AND MASONRY REMOVAL

- A. Under the base bid, the Contractor must demolish all existing concrete foundations, footings, and floor slabs that are indicated to be demolished whether shown or not. Foundations, footings, and floor slabs comprise all concrete, masonry, steel, wood, or other materials placed at or below grade that provide support for the existing structure(s) above which are included in the scope of building and/or site demolition. The Contractor is responsible for removing all foundation, footing, and slab materials from the site and providing fill of equivalent volume. All non concrete debris and other materials must be removed from the demolished or crushed concrete foundations and floor slabs.
- B. Where concrete building or site elements are demolished as a part of the work, the Contractor may crush demolished concrete material to pieces 3" or smaller and

place the crushed concrete materials to bring area of demolition up to level of adjacent grade after demolition and crushing of the existing building concrete foundations and floor slabs if doing so is approved as a base for future work and agreed to by Owner. The crushed concrete fill materials shall be in layers not more than 8" loose depth and shall be compacted by heavy equipment.

- C. Any excess crushed concrete material not used on site in a manner approved by Owner shall be removed from the project site by the Contractor and disposed of at the Contractor's cost.
- D. Demolition and crushing of concrete foundation and slab materials must be performed to meet the requirements of DUST CONTROL as specified herein.
- E. Under base bid, the contractor shall be required to install clean top soil and grass seed to all disturbed areas.

### 3.6 BACKFILLING

- A. Where soil and site elements are removed, the Contractor must provide and install all required imported fill and earthwork operations to bring area of demolition up to level of adjacent grade after demolition and removal of any existing building footings, foundations, or floor slabs in accordance. Any fill material must be suitable as fill for intended purpose of area being filled. Areas to be seeded or landscaped must receive suitable topsoil material; areas to be built upon must receive suitable compactible fill.

### 3.7 UTILITIES

- A. Contractor must notify the various utility companies when the work is to begin so that gas and electric services may be discontinued if necessary and all wires and equipment may be disconnected in accordance with the rules and regulations of the utility companies. IN NO CASE SHALL CONTRACTOR UNDERTAKE EXCAVATION WITHOUT UNDERGROUND UTILITY PROPERTY BEING MARKED BY THE VARIOUS UTILITY COMPANIES.
- B. The Contractor shall plug, cap or otherwise disconnect all existing utilities as indicated on the Contract Drawings or as may enter the existing building in accordance with the individual utility company requirements. In the absence of specific utility company requirements, the Contractor shall use acceptable industry means and methods.

### 3.8 PERMITS AND LICENSES

- A. Contractor shall obtain and pay for all permits, fees and other charges required by the municipality, county or state, and / or utility companies' regulations.

### 3.9 PROTECTION

- A. Exercise care during demolition work to confine demolition operations to the site. The physical means and methods used for protection are at the



Contractor's option. However, the Contractor will be completely responsible for replacement and restitution work of whatever nature at no expense to the Owner.

- B, Additionally, if public safety is endangered during the progress of the demolition work, provide adequate protective measures to protect public pedestrian and vehicular traffic on streets and walkways.
- C Signs, signals and barricades used shall conform to requirements of Federal, State and local laws, rules, regulations, and precautions.

### 3.10 EXPLOSIVES AND BLASTING

- A. Not permitted in performance of demolition work.

END OF SECTION

**SECTION 024119**  
**SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section for the Project as indicated on the contract drawings and as specified herein.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.

**1.3 DEFINITIONS**

- A. Demolish: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Demolish and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

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

## 1.5 PREINSTALLATION MEETINGS

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

## 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs: Submit before Work begins.
- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.8 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.

## 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 ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

### 3.2 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 indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Demolished: Demolish 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.
    - c. Equipment to Be Demolished: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Demolished and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Demolished and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Demolished: 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.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 PREPARATION

- A. 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.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

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

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 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.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 CLEANING

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

END OF SECTION

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

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
  - 1. Slabs-on-grade.
  - 2. Footings and foundations.

**1.3 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

**1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Steel reinforcement and accessories.
  - 4. Fiber Reinforcement.
  - 5. Curing compounds.



6. Floor and slab treatments.
  7. Bonding agents.
  8. Adhesives.
  9. Repair materials.
- E. Field quality-control test and inspection reports.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
  2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

- 1. Plywood, metal, or other approved panel materials.

Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

- 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

- 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

### 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

## 2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

## 2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches for foundations and walls, 3/4 inch nominal for slabs.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

## 2.6 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.7 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 15 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.
  1. Products (or equivalent):
    - a. Fortifiber Corporation; Moistop Plus.
    - b. Raven Industries Inc.; Dura Skrim.
    - c. Reef Industries, Inc.; Griffolyn Type.
    - d. Stego Industries, LLC; Stego Wrap, 10 mils.
- B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

## 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
  1. Available Products (or equivalent):
    - a. Burke by Edoco; BurkeFilm.
    - b. ChemMasters; Spray-Film.
    - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
    - d. Dayton Superior Corporation; Sure Film.
    - e. Euclid Chemical Company (The); Eucobar.
    - f. L&M Construction Chemicals, Inc.; E-Con.
    - g. Meadows, W. R., Inc.; Sealtight Evapre.
    - h. Sika Corporation, Inc.; SikaFilm.
    - i. Symons Corporation, a Dayton Superior Company; Finishing Aid.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

1. Available Products (or equivalent):

- a. Anti-Hydro International, Inc.; AH Clear Cure WB.
- b. Burke by Edoco; Spartan Cote WB II.
- c. ChemMasters; Safe-Cure & Seal 20.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Cure and Seal WB.
- e. Dayton Superior Corporation; Safe Cure and Seal (J-18).
- f. Euclid Chemical Company (The); Aqua Cure VOX.
- g. L&M Construction Chemicals, Inc.; Dress & Seal WB.
- h. Meadows, W. R., Inc.; Vocomp-20.
- i. Symons Corporation, a Dayton Superior Company; Cure & Seal 18 Percent E.

## 2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

## 2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
  4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.

2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

## 2.11 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

## 2.12 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Proportion normal-weight concrete mixture as follows:
  1. Minimum Compressive Strength: 3000 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.50.
  3. Slump Limit: 4 inches, plus or minus 1 inch.
  4. Air Content: 5-1/2 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
- B. Foundation Walls: Proportion normal-weight concrete mixture as follows:
  1. Minimum Compressive Strength: 4000 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches, plus or minus 1 inch.
  4. Air Content: 5-1/2 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
- C. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:
  1. Minimum Compressive Strength: 3500 psi at 28 days.
  2. Minimum Cementitious Materials Content: 520 lb/cu. yd.

3. Slump Limit: 3 inches, plus or minus 1 inch.
4. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.

## 2.13 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.14 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116, and furnish batch ticket information.
  1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

# PART 3 - EXECUTION

## 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  1. Class A, 1/8 inch for smooth-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces.
  1. Install keyways, reglets, recesses, and the like, for easy removal.
  2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  - 3. Install dovetail anchor slots in concrete structures as indicated.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 VAPOR RETARDERS



- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Granular Course: Cover vapor retarder with granular fill, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.

### 3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
  3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- D. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

### 3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces exposed to public view locations and locations to be covered with a coating or covering material applied directly to concrete.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
  - 1. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes or concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  - 2. Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M):
    - a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
  - 1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- C. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

### 3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

- a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
  - b. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
- a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture

and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

### 3.13 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
  - 1. Steel reinforcement placement.
  - 2. Verification of use of required design mixture.
  - 3. Concrete placement, including conveying and depositing.
- D. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 48 hours of finishing.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M.
    - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.



6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate dos not comply with the Contract Documents.

END OF SECTION

**SECTION 054000  
COLD FORMED METAL FRAMING**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Cold-formed metal framing for the following applications:
  - 1. Load-bearing wall framing.
  - 2. Non-load-bearing wall framing.
  - 3. Floor joist framing.
  - 4. Roof rafter framing.
  - 5. Exterior soffit framing.

**1.2 RELATED SECTIONS**

- A. Section – 092900 - Gypsum Board

**1.3 REFERENCES**

- A. American Concrete Institute (ACI) 318 - Building Code Requirements for Structural Concrete.
- B. American Iron and Steel Institute (AISI) S200 - North American Standard for Cold-Formed Steel Framing - General Provisions.
- C. ASTM International (ASTM):
  - 1. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - 2. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 3. ASTM A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
  - 4. ASTM A 1003/A 1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members.
  - 5. ASTM C 150 - Statistical Calibration of ASTM C150 Bogue-Derived Phase Limits to Directly Determined Phases by Quantitative X-Ray Powder Diffraction
  - 6. ASTM C 404 - Standard Specification for Aggregates for Masonry Grout.
  - 7. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories.
  - 8. ASTM C 1107/C 1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
  - 9. ASTM C 1513 - Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections.
  - 10. ASTM E 488 - Standard Test Methods for Strength of Anchors in Concrete Elements.
  - 11. ASTM E 1190 - Standard Test Methods for Strength of Power-Actuated Fasteners Installed in Structural Members.
  - 12. ASTM F 1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
- D. ICC-ES AC70 - Acceptance Criteria for Fasteners Power-driven into Concrete, Steel and Masonry Elements.
- E. SSPC - Structural Steel Painting Council.

#### 1.4 ACTION SUBMITTALS

- A. Submit under provisions of Section 013010 – Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings:
  - 1. Include spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
- D. Delegated-Design Submittal: For cold-formed steel framing structural design.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For third party manufacturing facility testing agency.
- B. Welding Certificates: For each welder.
- C. Manufacturing Facility Inspection Certification: For each stud and track framing product, submit current certification that manufacturing facility has been inspected by a 3rd party International Accreditation Service (IAS) accredited agency.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.
- B. Installer Qualifications: Minimum 2 year experience installing similar products.
- C. Manufacturing Facility Inspection Agency Qualifications: Qualified according to IAS Accreditation Criteria for Inspection Agencies (AC98), and has demonstrated compliance with ISO/IEC Standard 17020:2012, Conformity assessment - Requirements for the operation of various types of bodies performing inspection for testing indicated.
- D. Product Tests: Mill certificates or data from a qualified independent testing agency, or in-house testing with calibrated test equipment, indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
- E. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
- F. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship is approved by Architect.
  - 3. Rebuild mock-up area as required to produce acceptable work.

#### 1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handling: Handle materials to avoid damage.
- C. Protect cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling.

## 1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

## 1.10 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

# PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers (or equivalent): Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Dietrich Metal framing: a Worthington Industries Company
  - 2. MarinoWARE
  - 3. Nuconsteel: a Nucor Company
  - 4. Steel Network, Inc. (The).
  - 5. Super Stud Building Products, Inc.
  - 6. United Steel Manufacturing
- B. Web: <http://buysuperstud.com>.
- C. Substitutions: Not permitted.
- D. Requests for substitutions will be considered in accordance with provisions of Section 016000 – Material Manufacturer Substitution Policy.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 - Quality Control "Quality Requirements," to design cold-formed steel framing.
- B. Structural Performance: Provide cold-formed steel framing capable of withstanding design loads within limits and under conditions indicated.
  - 1. Design Loads: As indicated on Structural Drawings, and in accordance with Applicable Building Code.
  - 2. Deflection Limits: For deflection calculations, wind pressures may be reduced in accordance with International Building Code (IBC) table 1604.3, footnote f. Design

framing systems to withstand design loads without deflections greater than the following:

- a. Exterior Load-Bearing and Exterior Non-Load-Bearing Wall Framing: Horizontal deflection depending upon type of cladding supported:
    - 1) Brick or Stone or Masonry Veneer:  $1/600$  of wall height.
    - 2) Stucco or Portland Cement Plaster or Tile or Thin Brick:  $1/360$  of wall height.
    - 3) Exterior Insulation and Finish System (EIFS):  $1/240$  of the wall height.
    - 4) Aluminum composite metal (ACM) or similar metal panel systems:  $1/180$  of the wall height.
  - b. Interior Load-Bearing Wall Framing: Horizontal deflection of  $1/240$  of the wall height under a horizontal load of 5 lbf/sf (24 kilogram-force/square meter).
  - c. Floor Joist Framing: Vertical deflection of  $1/360$  for live loads and  $1/240$  for total loads of the span.
  - d. Roof Rafter Framing: Vertical deflection of  $1/240$  of the horizontally projected span for live loads.
3. Design framing systems to provide for movement of framing members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 degree F (49 degree C).
  4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live and snow load deflection of primary building structure as follows:
    - a. Upward and downward movement of  $1/2$  inch (13 mm).
  5. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.

## 2.3 COLD-FORMED STEEL FRAMING, GENERAL

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
  1. Grade: for 33 and 43 mil thickness: ST33H. For 54 mil and greater thickness: ST50H.
  2. Coating: ASTM A653 G60 standard. Heavier galvanizing is permitted.
- C. Steel Sheet for Vertical Deflection Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
  1. Grade: 50.
  2. Coating: G90.

## 2.4 LOAD-BEARING AND EXTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
  1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm) (33 mil, structural 20 gauge).
  2. Flange Width: 1-5/8 inches (41 mm).
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with straight flanges, and as follows:
  1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm).
  2. Flange Width: 1-5/8 inches (41 mm).

- C. Steel Box or Back-to-Back or L-Headers: Manufacturer's standard C-shapes or L-shapes used to form header beams, of web depths indicated, unpunched, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm).
  - 2. Flange Width: 1-5/8 inches (41 mm) minimum for C-shapes, and top flange width minimum 2 inches (51 mm) for L-shapes.
  - 3. Holes in header members greater than 1/4 inch (6 mm) are not permitted without an approved design.
- D. Vertical Deflection Clips: Manufacturer's standard bypass and head-of-wall clips, capable of accommodating 1.5 inches (38 mm) upward and downward vertical displacement of primary structure (with total vertical movement of 3 inches (76 mm)) through positive mechanical attachment to stud web. Minimum deflection clip thickness: 97 mil (2.46 mm) (12 gauge).
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Super Stud Building Products, Inc.; or comparable product by one of the following:
    - a. Super Stud Building Products, Inc.
    - b. Simpson Strong-Tie, Inc.
    - c. The Steel Network.
- E. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0428 inch (1.1 mm) (43 mil, 18 gauge).
  - 2. Flange Width: 1 inch (25 mm) plus the design gap, or 1.5 inches (38 mm), whichever is greater.
- F. Drift Clips (where indicated on drawings): Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## 2.5 FLOOR JOIST FRAMING

- A. Steel Joists: Manufacturer's standard C-shaped steel joists, of web depths indicated, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0428 inch (1.1 mm) (43 mil, 18 gauge).
  - 2. Flange Width: 1-5/8 inches (41 mm) minimum.
- B. Steel Joist Track: Manufacturer's standard U-shaped steel joist track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: Matching steel joists.
  - 2. Flange Width: 1-1/4 inches (32 mm) minimum.

## 2.6 ROOF RAFTER FRAMING

- A. Steel Rafters: Manufacturer's standard C-shaped steel sections, of web depths indicated, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm) (33 mil, structural 20 gauge).
  - 2. Flange Width: 1-5/8 inches (41 mm) minimum.

## 2.7 EXTERIOR SOFFIT FRAMING

- A. Exterior Soffit Framing: Manufacturer's standard C-shaped steel sections, of web depths indicated, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm) (33 mil, structural 20 gauge).

2. Flange Width: 1-5/8 inches (41 mm) minimum.

## 2.8 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  1. Supplementary framing.
  2. Bracing, bridging, and solid blocking.
  3. Web stiffeners.
  4. Anchor clips.
  5. End clips.
  6. Foundation clips.
  7. Gusset plates.
  8. Stud kickers and knee braces.
  9. Joist hangers and end closures.
  10. Hole reinforcing plates.
  11. Backer plates.

## 2.9 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Anchor Bolts: ASTM F 1554, Grade 36 minimum, threaded carbon-steel bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with allowable load or strength design capacities calculated according to ACI 318 greater than or equal to the design load, as determined by testing per ASTM E 488 conducted by a qualified testing agency.
- D. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with allowable load capacities calculated according to ICC-ES AC70, greater than or equal to the design load, as determined by testing per ASTM E 1190 conducted by a qualified testing agency.
- E. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
  1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

## 2.10 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint must comply with one of the following: SSPC-Paint 20, MIL-P-21035B, or ASTM A 780.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, Portland cement, shrinkage-compensating agents, and plasticizing and water-reducing agents, complying with ASTM C 1107/C 1107M, with fluid

consistency and 30-minute working time.

- D. Shims: Load bearing, high-density multi-monomer plastic, and nonleaching; or of cold-formed steel of same grade and coating as framing members supported by shims.
- E. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6 mm) thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

## 2.11 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to code-referenced American Iron and Steel Institute (AISI) specifications and standards, manufacturer's written instructions, and requirements in this Section.
  - 1. Fabricate framing assemblies using jigs or templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by no fewer than three exposed screw threads.
  - 4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Before sprayed fire-resistive materials are applied, attach continuous angles, Z-Furring, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.
- B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed framing without reducing thickness of fire-resistive materials below that are required to obtain fire-resistance rating indicated. Protect remaining fire-resistive materials from damage.



- C. Install load bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch (6 mm) to ensure a uniform bearing surface on supporting concrete or masonry construction.
- D. Install sealer gaskets at the underside of wall bottom track or rim track at the top of foundation wall or slab at stud or joist locations.

### 3.3 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed steel framing according to ASTM C1007 and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
  - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch.
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
  - 1. Cut framing members by sawing or shearing; do not torch cut.
  - 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, and complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.
- H. Install insulation, specified in Section 072001 – Building Insulation " Insulation," in built-up framing members, such as partitions, headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.
- J. Erection Tolerances: Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.4 LOAD-BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and anchor at spacings to match stud spacing, or as shown on Shop Drawings.
- B. Squarely seat studs against top and bottom tracks with gap not exceeding 1/8 inch between the end of wall framing member and the web of track. Fasten both flanges of studs to top and bottom tracks. Space studs at maximum 16 inches (406 mm) on center, or as indicated on approved shop drawings.
- C. Set studs plumb, except as needed or required for nonplumb walls or curved surfaces and similar configurations.
- D. Align studs vertically where floor framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce track to transfer loads.
- E. Align floor and roof framing over studs according to AISI S200, Section C1. Where framing cannot be aligned, continuously reinforce track to transfer loads.
- F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure as indicated.
- G. Install headers over wall openings wider than stud spacing. Locate headers above openings as indicated. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
  - 1. Frame wall openings with not less than a double stud at each jamb of frame as indicated on Shop Drawings. Fasten jamb members together to uniformly distribute loads.
  - 2. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.
- H. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing. If type of supplementary support is not indicated, comply with stud manufacturer's written recommendations and industry standards in each case, considering weight or load resulting from item supported.
- I. Install horizontal bridging in stud system, spaced vertically as indicated on Shop Drawings. Fasten at each stud intersection.
  - 1. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of two screws into each flange of the clip angle for framing members up to 8 inches deep.
  - 2. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
- J. Where required for overall structural shear wall lateral bracing, Install steel sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom tracks. Fasten clip-angle connectors to multiple studs at ends of bracing and anchor to structure.
- K. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

### 3.5 NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs at maximum 24 inches (610 mm) on center, or as indicated on approved shop drawings.
- C. Set studs plumb, except as needed or required for nonplumb walls or curved surfaces.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  - 1. Install single deep-leg deflection tracks and anchor to building structure.
  - 2. Connect vertical deflection clips to bypassing and infill studs and anchor to building structure.
  - 3. Connect drift clips to cold-formed metal framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings. Fasten at each stud intersection.
  - 1. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 24 inches (610 mm) of top single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges. At bridging line, install solid blocking at each end of bridging straps, and at a maximum spacing of 120 inches (3048 mm) on center.
  - 2. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
  - 3. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges. At bridging line, install solid blocking at each end of bridging straps, and at a maximum spacing of 120 inches (3048 mm) on center.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

### 3.6 JOIST INSTALLATION

- A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacings indicated on Shop Drawings.
- B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track, or use end stiffeners for joist/track connection where attachment to one flange is not accessible.
  - 1. Install joists over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm).
  - 2. Reinforce ends and bearing points of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections as indicated on Shop Drawings.
- C. Space joists not more than 2 inches (51 mm) from abutting walls. Joist spacing shall be as indicated on approved shop drawings, but not more than 24 inches.
- D. Frame openings with built-up joist headers consisting of joist and joist track, or another combination of connected joists if indicated.
- E. At bearing walls and interior supports, provide web stiffeners and solid blocking as required

or indicated on Shop Drawings, to transfer both vertical and lateral forces from walls above.

- F. Install bridging at intervals indicated on Shop Drawings. Fasten bridging at each joist intersection as follows:
  - 1. Bridging: Joist-track or proprietary solid blocking of width and thickness indicated, secured to joist webs.
  - 2. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track or proprietary solid blocking of width and thickness indicated. Fasten flat straps to bottom flange of joists and secure solid blocking to joist webs. At bridging line, install solid blocking at each end of bridging straps, and at a maximum spacing of 120 inches on center.
- G. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.
- H. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable joist-framing assembly.

### 3.7 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work where test results indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.8 REPAIRS AND PROTECTION

- I. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- J. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION

**SECTION 061000**  
**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Framing with dimension lumber.
  - 2. Framing with engineered wood products.
  - 3. Wood blocking, and nailers.
- B. Related Requirements:
  - 1. Section 061602 "Sheathing."

**1.3 DEFINITIONS**

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. SPIB: The Southern Pine Inspection Bureau.
  - 4. WCLIB: West Coast Lumber Inspection Bureau.
  - 5. WWPA: Western Wood Products Association.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness] unless otherwise indicated.
- C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
  1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following as applicable:
  1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
  5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.
  1. Application: Interior partitions not indicated as load-bearing.
  2. Species:
    - a. Mixed southern pine; SPIB.
    - b. Hem-fir; WCLIB, or WWPA.
    - c. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
    - d. Eastern softwoods; NeLMA.
- B. Load-Bearing Partitions: No. 2 grade.
  1. Application: Exterior walls and interior load-bearing partitions.
  2. Species:
    - a. Southern pine; SPIB.
    - b. Douglas fir-larch; WCLIB or WWPA.
    - c. Douglas fir-south; WWPA.
    - d. Hem-fir; WCLIB or WWPA.
- C. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade.
  1. Species:

- a. Southern pine; SPIB.
- b. Douglas fir-larch; WCLIB or WWPA.
- c. Douglas fir-south; WWPA.
- d. Hem-fir; WCLIB or WWPA.

## 2.4 ENGINEERED WOOD PRODUCTS

- A. Source Limitations: Obtain each type of engineered wood product from single source from a single manufacturer.
- B. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Boise Cascade Corporation.
    - b. Georgia-Pacific.
    - c. Louisiana-Pacific Corporation.
    - d. Weyerhaeuser Company.
  - 2. Extreme Fiber Stress in Bending, Edgewise: 2600 psi (17.9 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 3. Modulus of Elasticity, Edgewise: 1,800,000 psi (12 400 MPa).
- C. Parallel-Strand Lumber: Structural composite lumber made from wood strand elements with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Louisiana-Pacific Corporation.
    - b. Weyerhaeuser Company.
  - 2. Extreme Fiber Stress in Bending, Edgewise: 2900 psi (20 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 3. Modulus of Elasticity, Edgewise: 2,200,000 psi (15 100 MPa).
- D. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research/evaluation report for I-joists.
  - 1. Manufacturer: Provide products by same manufacturer as laminated veneer lumber and parallel strand lumber.
  - 2. Material: product made from any combination solid lumber, wood strands, and veneers.
  - 3. Thickness: 1-1/4 inches (32 mm).



## 2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.
  - 1. Mixed southern pine; SPIB.
  - 2. Hem-fir; WCLIB or WWPA.
  - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
  - 4. Western woods; WCLIB or WWPA.
  - 5. Eastern softwoods; NeLMA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## 2.7 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings; product name or designation> or comparable product by one of the following:
  1. Simpson Strong-Tie Co., Inc.
  2. USP Structural Connectors.
- C. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- D. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
  1. Use for interior locations unless otherwise indicated.
- E. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
  1. Use for wood-preservative-treated lumber and where indicated.
- F. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.
  1. Strap Width: 1-1/2 inches (38 mm).
  2. Thickness: 0.050 inch (1.3 mm).
- G. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch (25 mm) above base and with 2-inch- (50-mm-) minimum side cover, socket 0.062 inch (1.6 mm) thick, and standoff and adjustment plates 0.108 inch (2.8 mm) thick.

- H. Rafter Tie-Downs: Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-1/2 inches (38 mm) wide by 0.050 inch (1.3 mm) thick.
- I. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches (32 mm) wide by 0.050 inch (1.3 mm) thick by 36 inches (914 mm) long.
- J. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.
  - 1. Bolt Diameter: [5/8 inch (15.8 mm)] [3/4 inch (19 mm)].
  - 2. Width: [2-1/2 inches (64 mm)] [3-3/16 inches (81 mm)].
  - 3. Body Thickness: [0.108 inch (2.8 mm)] [0.138 inch (3.5 mm)].
  - 4. Base Reinforcement Thickness: [0.108 inch (2.8 mm)] [0.239 inch (6.1 mm)].

## 2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, [butyl rubber] [or] [rubberized-asphalt] compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
- D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- H. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
  - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
  - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- (38-mm actual-) thickness.
  - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
  - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
- I. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- J. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

- L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal (38-mm actual) thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Fasten plates to supporting construction unless otherwise indicated.
  - 1. For exterior walls, provide 2-by-6-inch nominal- (38-by-140-mm actual-) size wood studs spaced 16 inches (406 mm) o.c. unless otherwise indicated.
  - 2. For interior partitions and walls, provide 2-by-4-inch nominal- (38-by-89-mm actual-) size wood studs spaced 16 inches (406 mm) o.c. unless otherwise indicated.
  - 3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches (2438 mm) high, using members of 2-inch nominal (38-mm actual) thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
  - 1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal (89-mm actual) depth for openings 48 inches (1200 mm) and less in width, 6-inch nominal (140-mm actual) depth for openings 48 to 72 inches (1200 to 1800 mm) in width, 8-inch nominal (184-mm actual) depth for openings

- 72 to 120 inches (1800 to 3000 mm) in width, and not less than 10-inch nominal (235-mm actual) depth for openings 10 to 12 feet (3 to 3.6 m) in width.
2. For load-bearing walls, provide double-jamb studs for openings 60 inches (1500 mm) and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.

### 3.4 FLOOR JOIST FRAMING INSTALLATION

- A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches (38 mm) of bearing on wood or metal, or 3 inches (76 mm) on masonry. Attach floor joists as follows:
  1. Where supported on wood members, by toe nailing or by using metal framing anchors.
  2. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.
- B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches (1200 mm).
- C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches (50 mm) from top or bottom.
- D. Provide solid blocking of 2-inch nominal (38-mm actual) thickness by depth of joist at ends of joists unless nailed to header or band.
- E. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches (102 mm) or securely tie opposing members together. Provide solid blocking of 2-inch nominal (38-mm actual) thickness by depth of joist over supports.
- F. Provide solid blocking between joists under jamb studs for openings.
- G. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
  1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.
- H. Provide bridging of type indicated below, at intervals of 96 inches (2438 mm) o.c., between joists.
  1. Diagonal wood bridging formed from bevel-cut, 1-by-3-inch nominal- (19-by-64-mm actual-) size lumber, double-crossed and nailed at both ends to joists.
  2. Steel bridging installed to comply with bridging manufacturer's written instructions.

### 3.5 CEILING JOIST AND RAFTER FRAMING INSTALLATION

- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.
  - 1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 1-by-8-inch nominal- (19-by-184-mm actual-) size or 2-by-4-inch nominal- (38-by-89-mm actual-) size stringers spaced 48 inches (1200 mm) o.c. crosswise over main ceiling joists.
- B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
  - 1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches (50 mm) deeper. Bevel ends of jack rafters for full bearing against valley rafters.
  - 2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches (50 mm) deeper. Bevel ends of jack rafters for full bearing against hip rafter.
- C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal- (19-by-140-mm actual-) size boards between every third pair of rafters, but not more than 48 inches (1219 mm) o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.
- D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions if any.

### 3.6 STAIR FRAMING INSTALLATION

- A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:
  - 1. Size: 2-by-12-inch nominal- (38-by-286-mm actual-) size, minimum.
  - 2. Material: Laminated-veneer lumber or solid lumber.
  - 3. Notching: Notch rough carriages to receive treads, risers, and supports; leave at least 3-1/2 inches (89 mm) of effective depth.
  - 4. Spacing: At least three framing members for each 36-inch (914-mm) clear width of stair.
- B. Provide stair framing with no more than 3/16-inch (4.7-mm) variation between adjacent treads and risers and no more than 3/8-inch (9.5-mm) variation between largest and smallest treads and risers within each flight.

### 3.7 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION



**SECTION 061010**  
**ROUGH CARPENTRY - BLOCKING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Wood blocking, and nailers.

**1.3 DEFINITIONS**

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. SPIB: The Southern Pine Inspection Bureau.
  - 4. WCLIB: West Coast Lumber Inspection Bureau.
  - 5. WWPA: Western Wood Products Association.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal unless otherwise indicated.
- C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
  - 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following as applicable:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
  - 5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.
  - 1. Mixed southern pine; SPIB.
  - 2. Hem-fir; WCLIB or WWPA.
  - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
  - 4. Western woods; WCLIB or WWPA.
  - 5. Eastern softwoods; NeLMA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## 2.5 METAL FRAMING ANCHORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings; product name or designation> or comparable product by one of the following:
  - 1. Simpson Strong-Tie Co., Inc.
  - 2. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, which meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch thick.

1. Use for wood-preservative-treated lumber and where indicated.
- E. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.
  1. Strap Width: 1-1/2 inches.
  2. Thickness: 0.050 inch.
- F. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch- minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick.
- G. Rafter Tie-Downs: Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-1/2 inches wide by 0.050 inch thick.
- H. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches wide by 0.050 inch thick by 36 inches long.
- I. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.
  1. Bolt Diameter: [5/8 inch] [3/4 inch].
  2. Width: [2-1/2 inches] [3-3/16 inches].
  3. Body Thickness: [0.108 inch] [0.138 inch].
  4. Base Reinforcement Thickness: [0.108 inch] [0.239 inch].

## 2.6 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, [butyl rubber] [or] [rubberized-asphalt] compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- H. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
  - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
  - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- thickness.
  - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
  - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- I. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- J. Comply with AWP M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Fasten plates to supporting construction unless otherwise indicated.
  - 1. For exterior walls, provide 2-by-6-inch nominal- size wood studs spaced 16 inches o.c. unless otherwise indicated.
  - 2. For interior partitions and walls, provide 2-by-4-inch nominal- (38-by-89-mm actual-) size wood studs spaced 16 inches o.c. unless otherwise indicated.

3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
  1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48 to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
  2. For load-bearing walls, provide double-jamb studs for openings 60 inches and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.

### 3.4 FLOOR JOIST FRAMING INSTALLATION

- A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:
  1. Where supported on wood members, by toe nailing or by using metal framing anchors.
  2. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.
- B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.
- C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches from top or bottom.
- D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.
- E. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.
- F. Provide solid blocking between joists under jamb studs for openings.
- G. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.



1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.
- H. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.
1. Diagonal wood bridging formed from bevel-cut, 1-by-3-inch nominal- size lumber, double-crossed and nailed at both ends to joists.
  2. Steel bridging installed to comply with bridging manufacturer's written instructions.

### 3.5 CEILING JOIST AND RAFTER FRAMING INSTALLATION

- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.
1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 1-by-8-inch nominal- size or 2-by-4-inch nominal- size stringers spaced 48 inches o.c. crosswise over main ceiling joists.
- B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
  2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.
- C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal- size boards between every third pair of rafters, but not more than 48 inches o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.
- D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions if any.

### 3.6 STAIR FRAMING INSTALLATION

- A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:
1. Size: 2-by-12-inch nominal- size, minimum.
  2. Material: Laminated-veneer lumber or solid lumber.

3. Notching: Notch rough carriages to receive treads, risers, and supports; leave at least 3-1/2 inches of effective depth.
  4. Spacing: At least three framing members for each 36-inch clear width of stair.
- B. Provide stair framing with no more than 3/16-inch variation between adjacent treads and risers and no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

### 3.7 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

**SECTION 061053**  
**MISCELLANEOUS CARPENTRY**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
1. Framing with dimension lumber.
  2. Wood blocking, cants, and nailers.
  3. Interior wood trim.
  4. Plywood backing panels.

**1.2 SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product.
1. Include data for wood-preservative and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Preservative-treated wood.
  2. Fire-retardant-treated wood.
  3. Power-driven fasteners.

**1.3 QUALITY ASSURANCE**

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
1. Dimension lumber framing.
  2. Miscellaneous lumber.
  3. Interior wood trim.

**PART 2 - PRODUCTS**

**2.1 WOOD PRODUCTS, GENERAL**

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable

rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Provide dressed lumber, S4S, unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPAC2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPAC31 with inorganic boron (SBX).
  1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  4. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 DIMENSION LUMBER FRAMING (where specified)

- A. Maximum Moisture Content: 19 percent.
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- C. Other Framing: No. 2 grade and any of the following species:
  1. Hem-fir (north); NLGA.
  2. Douglas fir-larch (north); NLGA.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Cants.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content and the following species and grades:
  - 1. Northern species, No. 2 Common grade; NLGA.

## 2.5 INTERIOR WOOD TRIM

- A. General: Provide kiln-dried finished (surfaced) material.
- B. Lumber Trim for Opaque (Painted) Finish: Either finger-jointed or solid lumber, of one of the following species and grades:
  - 1. Grade D Select eastern white pine; NeLMA or NLGA.
  - 2. Grade D Select (Quality) Idaho white, lodgepole, ponderosa, or sugar pine; NLGA or WWPA.
  - 3. Grade A Finish aspen, basswood, cottonwood, gum, magnolia, red alder, soft maple, sycamore, tupelo, or yellow poplar; NHLA.
- C. Moldings: Made to patterns included in WMMPA WM 7 and graded according to WMMPA WM 4.
  - 1. Moldings for Opaque (Painted) Finish: P-grade eastern white.

## 2.6 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

## 2.7 FASTENERS

- A. General: Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

- B. Power-Driven Fasteners: NES NER-272.
- C. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- E. Wood Trim Installation: Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.
  - 1. Match color and grain pattern across joints.
  - 2. Install trim after gypsum board joint-finishing operations are completed.
  - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

**SECTION 072001**  
**BUILDING INSULATION**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Board thermal insulation at perimeter foundation wall.
- B. Non-expanding foam insulation.
- C. Batt thermal insulation with facing in exterior wall and attic/roof.

**1.2 ENVIRONMENTAL REQUIREMENTS**

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

**PART 2 - PRODUCTS**

**2.1 INSULATION MATERIALS**

- A. Polystyrene Insulation: ASTM C578, extruded cellular type as manufactured by Styrofoam, or approved equal.
  - 1. Thermal Resistance: R of 10
  - 2. Thickness: 2"
  - 3. Compressive Strength: Minimum 30 psi.
  - 4. Water Absorption: In accordance with ANSI/ASTM D2842 0.3 percent by volume maximum.
  - 5. Edges: Shiplap.
- B. Batt Insulation: ASTM C665, Type 1; preformed glass fiber batt, with facing as manufactured by Certainteed, or approved, equal, and conforming to the following:
  - 1. Thermal Resistance: At 6" studs, minimum R=21; at 4" studs, minimum R-13, R-38 in attic/roof.
  - 2. Batt Size: To fit wall stud spacing.
  - 3. Facing:
    - a. Kraft paper when in contact with sheathing.
    - b. FSK faced elsewhere and where required by code.
  - 4. Overlap facing paper over studs and staple in place.
  - 5. Urea formaldehyde free binding agents.
- C. Non-expanding foam insulation: Apply on expanding foam insulation at window frame work and around other penetrations through the exterior wall. Test windows for complete operation. Do not void window warranty.

## 2.2 ADHESIVES

- A. Adhesive: Type recommended by insulation manufacturer for application.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation boards are dry and ready to receive insulation and adhesive.

### 3.2 INSTALLATION - BATT INSULATION

- A. Install insulation with integral vapor barrier in accordance with insulation manufacturer's instructions.
- B. Install in attic joist spaces without gaps or voids. Fitting batts - cut batts 1 inch longer than stud cavity. Cut batts ½-inch wider than non-standard width stud bays to provide snug fit.
- C. Fit insulation tight in spaces. Leave no gaps or voids.
- D. Exterior corners fully insulated - where corner studs create inaccessible void, insulate prior to erecting. (Note: drywall clips can obviate need for third stud.)

### 3.4 SCHEDULE OF INSULATION

- A. Ceiling Insulation: R38 kraft or foil-faced as required fiberglass insulation batts.
- B. Stud Wall Insulation: R13 (minimum) at 2 x 4's and R21 (minimum) at 2 x 6's, roll, faced.
- C. Building Perimeter Insulation: R10

END OF SECTION



## **SECTION 072500**

### **VAPOR BARRIERS**

#### **PART 1 - GENERAL**

##### **1.1 PRODUCTS**

- A. Vinyl Film Vapor Barrier: 10-mil virgin polyolefin resins film rated 0.036 perms or less. Class "A" per ASTM E 1745, ASTM E 96 and ASTM F 1249.

#### **PART 2 – EXECUTION**

##### **2.1 INSTALLATION**

- A. Adhesive Anchorage: Except where specifically indicated to be penetrated with fasteners or other anchorage devices, install vapor barriers with adhesives or self-adhesive tape of type recommended by vapor barrier manufacturer to seal all radon gas and vapors.
- B. Anchorage: Install vapor barriers with adhesive or fasteners as appropriate for supporting substrate, and of type recommended by vapor barrier manufacturer.
- C. Provide lapped seams and lap vapor barriers onto other work at edges of coverages and at penetrations of barriers by other work.
- D. Seal lapped seams and laps onto other work with adhesive or self-adhesive tape of type recommended by vapor barrier manufacturer. Before covering over vapor barriers with other (concealing) work, patch punctures and tears with adhesively applied barrier material or tape with perm rating equal to barrier rating.

**END OF SECTION**

## **SECTION 080671**

### **DOOR HARDWARE**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including general and supplementary conditions and division 1 specifications, apply to this section.

##### **1.2 SUMMARY OF WORK INCLUDED**

- A. Sections "General Conditions", "Special Requirements" and "General Requirements" form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.
- B. Furnish, deliver, and coordinate all mechanical and electronic finish hardware as indicated, specified and required. Include all hardware under this section that is not specified in other sections, whether or not such hardware is scheduled herein, and include all trim, attachments and fastenings specified or required for proper and complete installation for given application. Items of hardware (specifically, mounting accessories required by door or frame details and required to properly install hardware and have it function properly and in conjunction with specified interacting hardware) not definitely specified herein and necessary for completion of the work shall be provided. Such items shall be of type and quality suitable to the service required and comparable to adjacent hardware. Where size and shape of member is such as to prevent the use of types specified, hardware shall be furnished of suitable types having as nearly as practicable the same operation and quality as the type specified.
- C. Type: Typical finish hardware required includes the following:
  - 1. Hinges
  - 2. Lock cylinders and keys
  - 3. Lock and Latchsets
  - 4. Bolts
  - 5. Exit Devices
  - 6. Push/pull handles and plates/ kickplates
  - 7. Closers
  - 8. Overhead holders
  - 9. Door trim
  - 10. Seals, including Astragals or meeting seals on door pairs
  - 11. Weather-stripping for exterior doors
  - 12. Thresholds
  - 13. Security products and Misc. Items
  - 14. Electrical and electronic materials and systems

### 1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Specifications sections directly related shall be effectively coordinated:

1. Steel Doors and Frames: Section 081110

### 1.4 REFERENCES

A. Documents and Institutes that shall be used in estimating, detailing and installing the items specified.

1. BHMA A156 – Builders Hardware Manufacturers Association
2. ANSI A117.1 – American National Standard Institute
3. NFPA 80 – Fire Doors and Windows 2019 Edition
4. NFPA 101 – Life Safety Code 2018 Edition
5. NFPA 105 – Installation of Smoke Control Door Assemblies 2019 Edition
6. Local and State Building Codes
7. Underwriters Label for Fire Rated Doors and Assemblies
8. Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames
9. Door Hardware Institute (DHI); 2020
10. Specifications for Making Buildings and Facilities Accessible to And Usable by Physically Challenged People ICC/ANSI A117.1 – 2008

### 1.5 SUBMITTALS

- A. Manufacturer: Products of finish hardware supplied shall be selected from manufacturers mentioned in this document as approved by the architect/owner's representative prior to bid date.
- B. Suppliers shall be recognized architectural finish hardware suppliers, with warehousing facilities who have been furnishing hardware in the projects vicinity for a period of not less than 2 years and who is or employs an experienced A.H.C. (or equal experience and technical skills), who is available at reasonable times during the course of the work for consultation about products, hardware requirements, to owner, professional, contractor or other contracted party.
- C. Installer Qualifications: Must be qualified to install all Builders Hardware to the extent that all hardware is installed and properly operates to the manufacturer's standards; including operational, functional, within dimensional parameters, to the manufacturer's templates, and strictly within the guidelines offered by manufacturer's product's instructions. Final adjustment shall be responsibility of installer, and shall be within tolerances as set by the product manufacturer's guidelines, both written and verbal, if applicable.
- D. Product Data: Manufacturer's data for each different piece of hardware, with installation instructions. Two (2) complete sets of catalog cuts shall accompany the finish hardware schedule. The list of cuts shall include the item, manufacturer, and item number.
- E. Hardware Schedule: Show manufacturer's complete identification for every item

for every door.

1. Supplier shall submit three (3) physical copies or a digital copy of a complete hardware schedule referencing location of door, door number, room number, corridor number, exterior or interior, door size, door swing, door and frame type, and any more significant information required for the professional to identify door, frame, hardware, and any other pertinent information required to evaluate compliance of materials. As noted below, only a vertical type hardware schedule shall be deemed acceptable.
2. Cross-reference to item names and designations in contract documents.
3. Indicate door/frame materials and sizes.
4. Explain number codes and abbreviations.
5. Indicate hardware mounting heights or locations, if different from those specified or if not specified.
6. Indicate finish for each item.
7. Preliminary schedule will be reviewed and accompanied by product data.
8. Provide Door and Hardware Institute's format vertical type hardware schedule showing door number, location, to and from rooms, swing of door, and list all hardware provided for that specific door type of operation. Horizontal type hardware schedules shall not be considered due to the cross-referencing required.

F. Keying Schedule:

1. Supplier required to meet with owner to finalize keying requirements and to propose final instructions in writing for owner's approval. Upon approval supplier shall prepare a final keying schematic chart and a listing of all key changes by door and lock showing all levels of keyed cylinders and approved expansion, and furnish to owner in duplicate. Construction keyed or temporary cores shall be furnished as required by the owner's representative during the construction phase.

G. Operation and Maintenance Data: For operating parts and finishes.

1. Supplier shall furnish manufacturer's maintenance and parts manuals (as available from manufacturers) for all hardware items furnished. Manuals shall be delivered to owner's representative prior to project closeout.

## 1.6 QUALITY ASSURANCE

- A. The quality of all items of hardware has been clearly indicated by the manufacturer's name and/or product number. Certain products are specified without substitution, and shall be furnished as specified. Requests for substitution must be in writing, submitted for review in accordance with section 016000. Quality levels as specified herein shall be assured and warranted by the supplier.
1. Single source responsibility: Obtain each type of hardware (locksets, exit devices and closers) from a single manufacturer.

## 1.7 PROJECT CONDITIONS

- A. Sequence submittal of hardware schedule and door and frame submittals, allowing adequate time for review and resubmittals, if required, so that construction is not delayed; provide adequate information for review.
- B. Provide hardware installation templates to installers of hardware and to fabricators of other work, which is required to be prepared in the shop or factory for hardware installation.
- C. Coordinate shop drawings of other work so that proper preparation is made. Coordination of the following trades shall be included as applicable.
  - 1. Wood Door Manufacturer.
  - 2. Hollow Metal Manufacturer
  - 3. Aluminum manufacturer and/or supplier
  - 4. Electrical (and associated trades such as Security and Alarms) where electronic hardware is specified

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hardware at the times and to the locations required for timely installation.
- B. Provide a locked storage area controlled by the contractor for hardware not yet installed; take special care to prevent loss of long-lead items.

## 1.9 MAINTENANCE

- A. Provide all adjustment and maintenance tools recommended by hardware manufacturers.
- B. Final adjustment shall be responsibility of installer, and shall be within tolerances as set by the product manufacturer's guidelines and templates, both written and verbal, if applicable. It is the responsibility of the aluminum installer / supplier to make all adjustments to the hardware, installed on their doors and frames, for a period of one year from installation. All other adjustments to hardware on the project shall be the responsibility of the General Contractors Installer for a period of one year from installation.

## PART 2 - PRODUCTS

- A. In addition to requirements of the hardware schedule, comply with the requirements below.

## 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements of all previous sections and conditions; manufacturers (or suppliers) offering products that may be incorporated in this work shall be as approved by Architect. Requests for substitution shall be made in writing to Architect with sufficient product details,

cross-references testing data, and any additional supportive materials (including samples if required) as Architect shall require.

1. Butts and Hinges(or equivalent).
  - a. McKinney Manufacturing Co (Assa Abloy)
  - b. Stanley Hardware
  - c. YKK AP
  - d. Bommer Manufacturing
  - e. Ives (Ingersoll-Rand)
  - f. Hager
2. Pivots (or equivalent):
  - a. Rixon (Assa Abloy)
  - b. Glynn- Johnson (Ingersoll-Rand)
3. Cylinders (or equivalent) - Furnished as a new key system by supplier.
  - a. Yale (Assa Abloy)
  - b. Corbin-Russwin (Assa Abloy)
  - c. Sargent (Assa Abloy)
  - d. Schlage (Ingersoll-Rand)
  - e. Falcon (Ingersoll-Rand)
4. Cylindrical Locks (or equivalent):
  - a. Yale PB5400LN, PB5300LN & PB4300LN (Assa Abloy)
  - b. Corbin Russwin, CL3300PZD, CL3900PZD, CL3300PZD (Assa Abloy)
  - c. Sargent 10G LP, 7GLP (Assa Abloy)
  - d. Schlage ND Series , AL Series, S Series , F Series ( Ingersoll-Rand)
  - e. Falcon T Series, B Series, W Series, Y Series (Ingersoll-Rand)
5. Wall & Floor Stops (or equivalent):
  - a. Trimco (Assa Abloy)
  - b. Rockwood Manufacturing Co.
  - c. Burns Manufacturing
  - d. Ives ( Ingersoll-Rand)
6. Overhead Stops (or equivalent):
  - a. Trimco Manufacturing (Assa Abloy)
  - b. Sargent (Assa Abloy)
  - c. Glynn-Johnson (Ingersoll-Rand)
7. Exit Devices and Trim (or equivalent):
  - a. Yale (Assa Abloy)
  - b. Corbin Russwin (Assa Abloy)
  - c. Sargent (Assa Abloy)
  - d. Von Duprin
  - e. Monarch 18 Series Device (Ingersoll-Rand)
8. Surface Closers (or equivalent):
  - a. Norton Door Controls 7500BF ALUM (Assa Abloy)
  - b. Corbin Russwin DC2200 ALUM (Assa Abloy)
  - c. Sargent 351 ALUM (Assa Abloy)
  - d. LCN 4000 Series, 1000 Series (CAST IRON) (Ingersoll-Rand)
  - e. Dor-o-matic SC70 Series, SC80 Series ALUM Ingersoll-Rand)

9. Flat Goods (or equivalent):
  - a. Trimco (Assa Abloy)
  - b. Rockwood Manufacturing Co.
  - c. Burns Manufacturing
  - d. Ives ( Ingersoll-Rand)

## 2.2 SCHEDULED HARDWARE

- A. Requirements for design, grade, function, finish, size and other distinctive qualities of each type of finish hardware are indicated in the "Hardware Sets" at the end of this section. Products are identified by using hardware designation numbers of the following:
  1. Manufacturers Product Designations: The product designation and name is listed for each type of hardware. Provide either the product designated or where more than one manufacturer is specified in part 2 under the article "Manufacturers" for each hardware type, the comparable product of one of the manufacturers.

## 2.3 MATERIALS AND FABRICATION

- A. Manufacturer's Names and Trade Names: Display of names, logos, or other identification is acceptable on lock or hinge edge of door, but not where visible on either face of door.
  1. Exception: As directed by or acceptable to the architect.
  2. Exception: Manufacturer's name or other identification on face of lock cylinders.
- B. Fasteners: Provide hardware prepared by the manufacturer with fastener holes for machine screws, unless otherwise indicated.
  1. Provide all fasteners required for secure installation. Utilize concealed fasteners wherever possible. Where through bolts are utilized, provide finish-threaded caps to fully conceal nuts.
    - a. Select fasteners appropriate to substrate and material being fastened.
  2. Use Flathead Phillips screws unless otherwise indicated. - At all secure areas provide security fasteners (Security head) of same type.
  3. Use wood screws or through bolts dependent on wood door and hardware manufacturer's requirements for installation in wood.
  4. Use fasteners impervious to corrosion outdoors and on exterior doors.
  5. Self-drilling "Tek" type screws are not acceptable. Use only fasteners supplied by hardware manufacturer.
  6. Where it is not possible to reinforce substrate adequately for screws, use through-bolts with sleeves or use sex bolts.
    - a. Do not use where head or nut would be exposed on face of door, unless specifically indicated or made necessary by other

- requirements.
- b. Finish exposed heads and nuts the same as hardware on that side of the door.

7. Use expansion shield anchors in concrete and masonry.

## 2.4 HINGES, BUTTS, CONTINUOUS HINGES AND PIVOTS

### A. Manufacturers:

1. Provide products complying with requirements of the contract document. Acceptable products shall be as specifically listed in the hardware sets herein by manufacturer's number and series. Provide either the product designated or where more than one manufacturer is specified in part 2, under the article "Manufacturers" for each hardware type, the comparable product of one of the manufacturers.

### B. Butt Hinges: American made five-knuckle, exposed tip butt hinges.

1. Comply with applicable requirements of BHMA A156.1.
2. Use heavy weight hinges where scheduled at high frequency entrances.
3. Use full mortise hinges unless otherwise specified.
4. Dimensions: As indicated, within limits prescribed by ANSI/BHMA A 156.7.
  - a. Size(s): As prescribed by ANSI/BHMA A 156.7. - Finish as specified.
  - b. Size hinges to suit thickness of door, including applied facings.
  - c. Provide non-removable pins or safety studs for out-swinging doors with keyed lock or exit function.
  - a. Quantity: Provide minimum of 3 hinges or pivots on each door for doors up to and including 90". Add one additional hinge or Pivot for each 30" height increment increase.

### C. Pivots - Provide type as specified in hardware sets.

## 2.5 LOCKS, LATCHES, AND BOLTS

### A. Manufacturers:

#### 1. Locksets, Latchsets, and Exit Devices:

- a. Provide products complying with requirements of the contract document. Acceptable products shall be as specifically listed herein by manufacturer's number and series.
- b. All locksets shall be as listed in hardware sets. Neither plastic inserts nor tubular levers shall be furnished in the either levers or latches. All locksets shall be furnished with solid lever handles.
- c. All cylindrical lever locksets shall feature a freewheeling locking mechanism to help extend the life of the lock and reduce maintenance.



- d. Provide copy of 1 year written warranty for all cylindrical locksets when submitting hardware schedule for architect's approval.
2. Exit Devices: All exit devices for this project shall carry a written five-year manufacturer warranty. Provide copy of warranty when submitting hardware schedule for architect's approval. Use devices of only one manufacturer. All exit devices shall be provided with a guarded main latch. Standard (pullman, or other non-guarded) type latches (rim, vertical rod, or mortise device) lacking guard, shall not be acceptable.
- a. At hollow metal, wood doors or wide stile doors provide wide stile exit devices (with spacers as required) to clear raised trim as required by door details.
  - b. Locate exit devices at vertical location on door per architect's instructions at those doors where multiple lites occur to offer horizontal lines as per architect's design intent. Exit devices on doors with center cross rail shall be mounted centerline in rail.
  - c. Comply with requirements of BHMA A156.3, Grade 1.
  - d. Style: Modern push-pad type, narrow stile or wide stile as scheduled. Where scheduled, provide security type exit device from either of the manufacturers listed. Standard exit devices utilizing Pullman type latches shall not be acceptable where security exit devices are scheduled. Only active case heads utilizing an interlocked guarded and main latch shall be acceptable.
  - e. All exposed materials shall be architectural grade metals. Neither white metals, nor plastic shall be acceptable on any exposed surface.
  - f. Outside trim: All lever trim at exit devices, except where indicated as rigid dummy trim, shall be furnished with either breakaway or clutch-type freewheeling levers for durability and longevity.
  - g. Where cylinder only or where nightlatch is indicated, provide outside trim employing a cylinder and cylinder collar only. This function (ANSI F03) shall result in key retraction of latchbolt.
  - h. All devices shall be supplied with Extra Heavy Duty Lever Release Trim. Trim shall have ramped (beveled) sides and a flush cylinder to resist abuse and extend the product life.
  - i. Locate exit devices at vertical location on door per architect's instructions at those doors where multiple lites occur to offer horizontal lines as per architect's design intent.
3. Flush bolts: Lever-extension flush bolts complying with BHMA A156.16, Grade 1.
- a. Manual:
    - 1) Lower actuator centered 12 inches from door bottom; upper actuator centered 72 inches from door bottom. All flushbolts shall be furnished with stainless steel actuating fingers for durability.

- 2) All flushbolts shall be furnished with dustproof strikes and mounting plates as required to secure to finished floor.
- b. Automatic:
  - 1) All automatic flushbolts shall operate and function efficiently and smoothly when door closers are adjusted to meet and comply with ADA and Barrier Free closing and opening forces. Units that require door closers to be excessively adjusted to operate are not acceptable.
4. Strikes: Provide strike for each latch bolt and lock bolt.
  - a. Finish to match other hardware on door.
  - b. Use wrought box strikes with curved lips unless otherwise indicated.
  - c. Open strike plates may be used on interior wood
  - d. In floors, use dustproof strikes unless threshold is supplied and strike hole shall be provided with clean and dimensionally correct bolthole.
  - e. At all pairs of doors requiring astragals, strikes shall be furnished such that lip of strike is flush with door edge and will not interfere with a flush astragal condition when active door is in a closed position, or astragal shall be coped around strike lip for proper operation of astragal.

## 2.6 LOCK CYLINDERS AND KEYING

### A. Keying:

1. Keying shall be into a new master key system. Contractor may require temporary cores or temporary locks during construction phase for usage and lock-up. Furnish temporaries, as contractor requires.
2. Architectural Grade Locksets and cylinders: Provide products complying with requirements of the contract documents

### B. Keys - Architectural:

1. All keys to be stamped "Do Not Duplicate" and key code number as set by the factory.
2. Provide 6 masterkeys, 4 copies each key change, 6 CMK & 10 each extra stamped *Do Not Duplicate* key blanks for owner's use. – Deliver all final keys and key blanks directly to owner's representative.

## 2.7 DOOR CONTROL DEVICES

### A. Manufacturers:

1. Provide products complying with requirements of the contract document. Acceptable products shall be as specifically listed herein by

- manufacturer's number and series.
2. Wall and floor-mounted stops and holders: Provide products complying with requirements of the contract documents and made by one of the following:
- B. Closers - General: Provide metal, plastic, painted or plated door closers as schedule indicates.
1. Use closers of sizes recommended by manufacturer, unless a larger size is specified. All closer for this project to carry a minimum written "10 Year Warranty". All closers shall be manufactured in the USA of domestic metals, and supplied with a 1 ½" diameter piston.
  2. Size closer or adjust closer opening force to comply with applicable codes. Furnish barrier free compliant door closer at all interior doors, whether listed specifically in hardware sets or not. Furnish all brackets and drop plates required to affix door closers as scheduled according to specific door top rails and frame face dimensions, whether listed in hardware specification or not.
  3. Provide door closer mounting brackets, arms, plates, and misc. equipment as necessary to mount all door closers inside room, or out of corridor at every instance where a door closer is specified. No door closers (nor parts, nor accessories of) shall be visible from corridor side unless architect has authorized specific and formal approval for that mounting application, and has clear understanding closer is visible through lite, and has approved such. Provide top jamb mounted units where hardware schedule lists closer functions that are not available in regular arm mounting configurations.
- C. Surface-Mounted, Concealed Closers and auto operated low power closers:
1. Comply with requirements of BHMA A156.4, Grade 1. Provide the following features:
    - a. Warranty - Lifetime of body and 10 Year written warranty on parts on all closers.
    - b. Adjustable hydraulic back check and barrier free closers at all doors.
    - c. Style: Modern with cover.
    - d. Parallel arms: Provide for all closers; use larger size than normal.
    - e. Provide manual hold-open feature as specified.
    - f. Unitrol door closers - provide spring-loaded spring-stop, spring Cush or Unitrol arm where specified. Provide arm-mounting accessories as required to properly secure Unitrol arm 6190, 2022 or 6191 kits shall be furnished where Unitrol door closers - provide spring-loaded spring-stop, spring Cush or Unitrol arm where specified. Provide arm-mounting accessories as required too properly secure Unitrol arm. 6190, 2022 or 6191 kits shall be furnished where dimensions require. An alternative closer and overhead stop may be furnished in lieu of the Unitrol specified. Furnish closer as scheduled used in conjunction with Rixson #1 overhead stop where Unitrol type closer is scheduled and supplier

desires an alternate substitution.

- g. Finish: All door closers to be finished in metallic powder coated paint finish, similar to metal hardware on same door. All covers screws and arms are to be plated to match adjacent hardware.

D. Wall/Floor-Mounted Stops/Holders: Comply with requirements of ANSI A156.16.

- 1. Resilient bumpers: Trimco 1229A silencers shall be furnished at all hollow metal and wood frames whether scheduled in hardware sets or not. Each single door to be supplied with three (3) each. Each double opening shall be furnished with two (2) each. Exceptions: Exterior doors and sound sealed doors.

## 2.8 ARCHITECTURAL DOOR TRIM

A. Manufacturers:

- 1. Architectural door trim: Provide products complying with requirements of the contract documents. Products submitted shall meet requirements as specified herein and shall be designated by manufacturer's number and series.

## 2.9 SEALS

A. Manufacturers:

- 1. Seals: Provide products complying with requirements of the contract document. Acceptable products shall be as specifically listed herein by manufacturer's number and series.

B. Seals:

- 1. At jambs and head: As scheduled.
- 2. At bottom: As scheduled.
- 3. Housing finish: as scheduled.
- 4. Silicon or neoprene as scheduled adhered with self-adhesive, or mechanically fastened, shall be UL fire listed and provided as scheduled. Provide as listed in schedule, door schedule, and floor plans and as is typical of the balance of scheduled hardware as indicated by and thus required by usage of rooms.

## 2.11 FINISHES

A. Finish on All Exposed Metal Items: All finishes must match finish as listed in the Hardware sets. Supply similar painted finish only at typical painted hardware materials.

B. Exceptions:

- 1. At all exterior, wet or moisture-laden areas use hinges of nonferrous base metal, whether scheduled herein or not. Where specified, use Stainless

Steel. At all painted finishes at wet areas (pool, exercise and at exterior) use rust resistant paint (SRI) or paint must be powder coated type to assure superior paint performance at these areas.

2. Items specified with the same finish shall match as closely as possible using standard manufactured products.
3. Provide finishes matching BHMA A156.18 designations.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Non-fire-rated wood doors and wood frames may be field-prepared for installation; all other types of doors and frames are to be factory- or shop-prepared.

### 3.2 INSTALLATION

- A. Follow hardware manufacturer's recommendations and instructions.
- B. Provide the services of an architectural hardware consultant to advise on proper installation, to inspect the finished work, and either to adjust or to instruct those who are adjusting.
- C. Install surface-mounted items after substrates have been completely finished; install recessed items and recessed portions of items before finishes are applied and provide suitable, effective protection.
  1. When surface-mounted items are installed before final finish, remove, store, and reinstall, or apply suitable effective protection.
- D. Mount at heights specified in the Door and Hardware Institute's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
- E. Install hardware in correct location, plumb and level.
- F. Reinforce substrates as required for secure attachment and proper operation.
- G. Thresholds: Apply continuous bead of sealant to all contact surfaces before installing.

### 3.3 ADJUSTMENT

- A. It shall be the supplier's responsibility to be available to Installers and/or owner's representative to council and demonstrate proper hardware adjustment prior to job closeout. Supplier shall offer on-site instruction of all final adjustment if so required by the installers or owners representative. Final adjustment shall result in performance, function and operation, as manufacturer shall deem sufficient to have full warranty coverage for the time as specified herein. Project installers shall adjust each operable unit for correct function and smooth, free operation to manufacturer's required operational and functional qualitative level of performance. Readjust hardware not more than one week before substantial

completion.

- B. Adjust door closers to overcome air pressure produced by HVAC systems. If HVAC pressure, whether negative or positive, negates proper operation or function of any closing or latching device, or inhibits manufacturer's intended performance (in any manner), supplier shall inform the GC in writing that type of hardware cannot operate nor function as manufacturer has designed and tested due to HVAC condition.

### 3.4 INSTRUCTION OF OWNER'S PERSONNEL

- A. Instruct the Owner's personnel in operation and maintenance of hardware, including finishes.

### 3.5 CLEANING

- A. Clean hardware; clean other work soiled during hardware installation.

### 3.6 CONTRACT CLOSEOUT

- A. Deliver all Bitting List, keys, and extra blanks to the Owner.
- B. Contractor to furnish a binder, delivered to the owner or the owners rep, complete with:
  - 1. Manufacturer's data for each different piece of hardware (Catalog sections).
  - 2. One set of complete installation instructions of each piece of hardware furnished.
  - 3. Most recent hardware schedule, complete with all changes.
  - 4. Two complete set of Wiring diagrams (riser diagrams) per door, and door # with all supplied hardware shown.
  - 5. Deliver complete Bitting list for all locks furnished on the project.
  - 6. Provide all adjustment and maintenance tools recommended by hardware manufacturers.
  - 7. Provide copy of one-year warranty for locks, five-year for exit devices and ten-year warranty for closers.

### 3.7 HARDWARE SETS

Refer to door schedule for number and location.  
Manufacturers as listed, or equivalent.

#### Hardware Set 001

Single 3'-0" x 7'-0" Steel Door and HM Frame – RHR

1	ea	Lockset	Falcon W571-Dane	US26D
1	ea	Deadbolt	Falcon D141	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

#### Hardware Set 002

Single 3'-0" x 7'-0" Steel Door and HM Frame – RH

1	ea	Lockset	Falcon W571-Dane	US26D
1	ea	Deadbolt	Falcon D141	US26D
3	ea	Hinge	Hager BB1191	US32D
1	ea	Floor Door Stop	Ives FS12	US26D

#### Hardware Set 003

Single 3'-0" x 7'-0" Wood Door and Wood Frame – LH

1	ea	Lockset	Falcon W571-Dane	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

#### Hardware Set 100

Elevator Gate 3'-4' x 6'-6" Single Fixed Scissor Gate

1	ea	Elevator Gate	American Scissor Gate w/ Handle	-
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#### Hardware Set 101

Single 3'-0" x 7'-0" Bullet Resistant Steel Door and HM Frame – RH

1	ea	Lockset	Alarm Lock – Trilogy T2 DL2700	US26D
1	ea	Armortex Door/Frame System – Model No. DR-HM-SL-DB		

#### Hardware Set 102

Single 3'-0" x 7'-0" Wood Door and Wood Frame – RH

1	ea	Lockset	Alarm Lock – Trilogy T2 DL2700	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

### Hardware Set 103

Single 3'-0" x 3'-8" Wood Door and Wood Frame – RH

1	ea	Lockset	Alarm Lock – Trilogy T2 DL2700	US26D
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

### Hardware Set 104

Single 2'-0" x 7'-0" Wood Door and Wood Frame – LHR

1	ea	Lockset	Falcon W571-Dane	US26D
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

### Hardware Set 105

Single 3'-0" x 7'-0" Wood Door and Wood Frame – RH

1	ea	Lockset	Falcon W571-Dane	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

### Hardware Set 106

Single 3'-0" x 7'-0" Wood Door and HM Frame – RH

1	ea	Lockset	Alarm Lock – Trilogy T2 DL2700	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D

### Hardware Set 107

Single 3'-0" x 7'-0" Wood Door and HM Frame – LHR

1	ea	Lockset	Falcon W571-Dane	US26D
1	ea	Door Closer	Falcon SC70A	Aluminum
3	ea	Hinge	Hager BB1191	US32D
3	ea	Silencers	Ives SR64	Rubber
1	ea	Floor Door Stop	Ives FS12	US26D



Lockset Key:

Panic Bar: Spring loaded, horizontal bar mounted to push side of exit door. No operating entrance device on exterior of door.

Entrance Lockset: Lever handle with keyed entrance from the exterior and push button lock on the interior.

Passage Lockset: Lever handle with no locking mechanism on either side.

Storeroom Lockset: Lever handle with keyed entrance from the exterior and no locking mechanism on the interior. Interior lever always free.

Double Cylinder: Deadbolt cylinder with keyed entrance from both sides, no thumb turn.

Keyed Deadbolt: Deadbolt cylinder with keyed entrance from one exterior and thumb turn on the interior.

END OF SECTION

**SECTION 081110**  
**STEEL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Steel doors and steel frames.

**1.2 REFERENCES**

- A. ANSI/NFPA 80 - Standard for Fire Doors and Windows.
- B. ANSI A115.IG - Installation Guide for Doors and Hardware
- C. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.
- D. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- E. ANSI A250.11, Recommended Erection Instructions for Steel Frames.
- F. ASTM E 152 - Standard Methods of Fire Tests of Door Assemblies.
- G. ASTM A 366/A 366M - Standard Specification for Commercial Steel (CS) Sheet, Carbon, (0.15 Maximum Percent) Cold-Rolled.
- H. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process.
- I. A 924 - Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot Dip Process
- J. ASTM A 1008/A 1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
- K. HMMA-820 TN03 - Guidelines for Glazing of Hollow Metal Transoms, Sidelights and Windows
- L. NYC MEA 142-98-M Vol. II - E. Fire Door Assemblies: Accepted for use City of New York, Department of Buildings.
- M. NFPA 252 - Standard Methods of Fire Tests for Door Assemblies.
- N. UL 10B - Standard for Fire Tests of Door Assemblies.
- O. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
- P. UL 63 - Outline of Investigation for Fire Door Frames

### 1.3 SUBMITTALS

- A. Submit under provisions of Section 013000 – Project Management and Coordination.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Include schedule identifying each unit, with door marks or numbers referencing drawings. Show layout, profiles, product components and anchorages.
  - 1. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.
  - 2. Indicate door elevations, internal reinforcement, closure method, and cutouts for glass lights and louvers.
- D. Samples: 18 by 24 inches cut away sample door with provisions for lockset, hinge and corner section of frame.
- E. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum five years documented experience manufacturing products specified this Section.
- B. Installer Qualifications: Minimum five years documented experience installing products specified this Section.
- C. All products shall conform to the requirements of ANSI A250.8 Recommended Specifications for Standard Steel Doors and Frames".
- D. Fire Rated Doors and Frames:
  - 1. Doors and frames shall be tested in accordance with UL 10B, "Fire Tests of Door Assemblies", NFPA 252, "Fire Tests of Door Assemblies", and UL 10C, "Positive Pressure Fire Tests of Door Assemblies".
  - 2. Doors and frames must have an approved marking or physical label, applied by an authorized facility, in accordance with the procedure set forth by an independent certification agency.
  - 3. Fire door assemblies in exit enclosures and exit passageways; maximum transmitted temperature end point rating of not more than 250 degrees F above ambient at the end of 30 minutes of the standard fire test exposure.
  - 4. Conform to applicable codes for fire ratings. It is the intent of this specification that hardware and its application comply or exceed the standards for labeled openings. In case of conflict between types required for fire protection, furnish type required by NFPA and UL.
  - 5. SDI-100 - Standard Steel Doors and Frames.
  - 6. DHI - Door Hardware Institute: The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
  - 7. Handicapped: ANSI A117.1.

- E. Fire Door Assemblies:
  - 1. Single Swing doors not exceeding 48 inches wide by 96 inches high or 46 inches wide by 102 inches high or 40 inches wide by 108 inches high; Doors swinging in pairs with single point latches 96 inches high or 80 inches wide by 108 inches high.
- F. Stairwell Doors shall have a 250 degree F temperature rise rating (30 minute fire test duration.) The fire label on the door shall indicate the specific hourly rating.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store doors vertically in a dry area, under a proper vented cover. Place on 4 inch high wood sills to prevent rust or damage. Provide 1/4-inch space between doors to promote air circulation.
- C. Store frames in an upright position with heads uppermost under cover. Place on 4 inch high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2 inch space between frames to promote air circulation.
- D. Do not use non-vented plastic or canvas shelters to prevent rust or damage.
- E. Should wrappers become wet, remove immediately.

## 1.6 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

## 1.7 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.
- B. Coordinate Work with frame opening construction, door and hardware installation.
- C. Sequence installation to accommodate required door hardware.
- D. Verify field dimensions for factory assembled frames prior to fabrication.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Galaxy Metal Products, which is located at: 2960 Woodbridge Ave.; Edison, NJ 08837; Toll Free Tel: 800-294-8199; Email: [requestinfo \(mceceri@galaxymetalproducts.com \)](mailto:requestinfo@mceceri@galaxymetalproducts.com); Web: [galaxymetalproducts.com](http://galaxymetalproducts.com)
- B. Substitutions: Not permitted.

- C. Requests for substitutions will be considered in accordance with provisions of Section 016000 – Material Manufacturer Substitution Policy.
- D. Provide all steel doors and frames from a single manufacturer.

## 2.2 DOORS

- A. General: Construct exterior/interior doors to the following designs and gages:
  - 1. Exterior Doors: Zinc-Iron Alloy-Coated galvanized steel, ASTM A 653, Class A60:
    - a. Thickness:
      - 1) 18 gage (interior locations).
      - 2) 16 gage (exterior locations).
      - 3) 14 gage.
    - b. Include galvanized components and internal reinforcements with galvanized doors.
    - c. Close tops of exterior swing-out doors to eliminate moisture penetration. Galvanized steel top caps are permitted.
  - 2. Interior Doors: Cold-rolled steel, ASTM A 1008/A 1008M:
    - a. Thickness:
      - 1) 20 gage.
      - 2) 18 gage.
      - 3) 16 gage.
      - 4) 14 gage.
  - 3. Interior Doors: Zinc-Iron Alloy-Coated galvanized steel, ASTM A 653, Class A60:
    - a. Thickness:
      - 1) 20 gage.
      - 2) 18 gage.
      - 3) 16 gage.
  - 4. Include galvanized components and internal reinforcements.
  - 5. Prime Finish Doors: Clean, phosphatize and factory prime painted doors indicated on Door Schedule as HM.
  - 6. Glass moldings and stops:
    - a. Fabricate from 24 gage steel conforming to:
      - 1) Interior openings ASTM designation A 366 cold rolled steel.
      - 2) Exterior openings ASTM designation A 924 Zinc-Iron Alloy-Coated galvanized steel with a zinc coating of 0.06 ounces per square foot (A60) for exterior openings.
    - b. Install trim into the door as a four sided welded assembly with mitered, reinforced and welded corners.
    - c. Trim: identical on both sides of the door.
    - d. Exposed fasteners are not permitted.
    - e. Labeled and non-labeled doors: use the same trim.
    - f. Acceptable mounting methods:
      - 1) Fit into a formed area of the door face, not extending beyond the door face, and interlocking into the recessed area
      - 2) Cap the cutout not extend more than 1/16 inch from the door face.
  - 7. Hardware Reinforcements:
    - a. Hinge reinforcements for full mortise hinges: minimum 7 gage.
    - b. Lock reinforcements: minimum 16 gage.

- c. Closer reinforcements: minimum 14 gage steel, 20-inch long.
- d. Galvannealed doors: include galvannealed hardware reinforcements.
- e. Projection welded hinge and lock reinforcements to the edge of the door.
- f. Provided adequate reinforcements for other hardware as required.

B. Full Flush Doors:

- 1. Door Thickness: 1-3/4 inches.
- 2. Door faces reinforced and sound deadened as follows:
  - a. Honeycomb Core: Reinforced, stiffened, sound deadened and insulated with impregnated Kraft honeycomb core completely filling the inside of the doors and laminated to inside faces of both panels using contact adhesive applied to both panels and honeycomb core.
  - b. Steel Stiffened Core: Vertical stiffeners, hat-shaped, minimum 20 gage steel, type same as face sheet material, spaced 6 inches apart and welded to inside of face sheets 5 inches on center; full-thick glass fiber insulation between stiffeners.
- 3. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges. Finish edges as follows:
  - a. Visible Interlocked Edge: Continuous vertical mechanical interlocking joints with visible edge seams and continuous bead of structural epoxy in internal vertical connection
  - b. Filled Vertical Edges (F): Continuous vertical mechanical interlocking joints with internal epoxy seal; edge seams epoxy filled and ground smooth.
  - c. Welded Vertical Edges (W): Continuous vertical mechanical interlocking joints; edge seams welded, epoxy filled, and ground smooth.
- 4. Bevel hinge and lock door edges 1/8 inch in 2 inches. Square edges on hinge and/or lock stiles are not acceptable.
- 5. Reinforce top and bottom of doors with galvannealed 14 gage, welded to both panels.
- 6. Glazing Bead: Formed steel sheet.
- 7. Fire Rating: Supply door units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.

C. Temperature Rise Doors:

- 1. Door Thickness: 1-3/4 inches.
- 2. Mineral Fiber Core: Full 1-3/4 inches mineral fiber core material designed to comply with the 250 degrees F maximum temperature rise rating.
- 3. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges. Finish edges as follows:
  - a. Visible Interlocked Edge: Continuous vertical mechanical interlocking joints with visible edge seams and continuous bead of structural epoxy in internal vertical connection
  - b. Filled Vertical Edges (F): Continuous vertical mechanical interlocking joints with internal epoxy seal; edge seams epoxy filled and ground smooth.
  - c. Welded Vertical Edges (W): Continuous vertical mechanical interlocking joints; edge seams welded, epoxy filled, and ground smooth.
- 4. Bevel hinge and lock door edges 1/8 inch in 2 inches. Square edges on hinge and/or lock stiles are not acceptable.

5. Reinforce top and bottom of doors with galvanized 14 gage, welded to both panels.
  6. Fire Rating: Supply door units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
- D. Full Glass Entrance Doors:
1. Exterior Doors: 14 gage Zinc-Iron Alloy-Coated galvanized steel, ASTM A 653, Class A60.
  2. Interior Doors: 14 gage Cold-rolled steel, ASTM A 1008/A 1008M.
  3. Door Thickness: 1-3/4 inches.
    - a. Honeycomb Core: Reinforced, stiffened, sound deadened and insulated with impregnated Kraft honeycomb core completely filling the inside of the doors and laminated to inside faces of both panels using contact adhesive applied to both panels and honeycomb core
  4. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edge seams epoxy filled and ground smooth. Reinforce intersections of the vertical stiles and bottom rails with internal corner gussets to provide added strength and rigidity.
  5. Bevel hinge and lock door edges 1/8 inch in 2 inches. Square edges on hinge and/or lock stiles are not acceptable.

## 2.3 DOOR FRAMES

- A. General: Construct exterior/interior metal door frames to the following designs and gages;
1. Exterior Frames: Zinc-Iron Alloy-Coated galvanized steel, ASTM A 653, Class A60:
    - a. Thickness:
      - 1) 16 gage.
      - 2) 14 gage.
  2. Interior Frames in Masonry: Zinc-Iron Alloy-Coated galvanized steel, ASTM A 653, Class A60, galvanized steel.
    - a. Thickness:
      - 1) 16 gage.
      - 2) 14 gage.
  3. Interior Frames in stud wall construction: cold rolled steel, ASTM A 1008/A 1008M.
    - a. Thickness:
      - 1) 18 gage.
      - 2) 16 gage.
      - 3) 14 gage.
  4. Interior KD Drywall Frames (Pressure Fit): cold rolled steel, ASTM A 1008/A 1008M.
    - a. Thickness:
      - 1) 18 gage.
      - 2) 16 gage.
      - 3) 14 gage.
  5. Include galvanized components and internal reinforcements with galvanized frames.
  6. Electrical Requirements: Coordinate all electrical requirements for doors and frames. Make provisions for installation of electrical items so that wiring can

- be readily removed and replaced.
  - a. Provide cutouts and reinforcements required for metal door frame to accept electric components.
  - b. Frame with Electrical Hinges: Weld UL listed grout guard cover box welded over center hinge reinforcing. Top or bottom hinge locations are not permitted.
  - c. Provide cutouts and reinforcements required to accept security system components.
- B. Flush Steel Frames:
- 1. Construction: Three-piece knock-down frames; mitered joints, with locking tab at each head and jamb intersection.
  - 2. Construction: Factory-welded three sided frames in accordance with UL 63.
    - a. Face welded: Weld miter joints between head and jamb faces completely along their length either internally or externally. The remaining elements of the frame profile (soffit, stop and rabbets) are not welded. Grind and finish face joints smooth.
    - b. Full profile welded:
      - 1) Weld miter joints between head and jamb faces completely along their length either internally or externally.
      - 2) Internally weld perimeter profile joints full length of soffit and rabbets with hairline seams on external meeting surfaces. Grind and finish face joints smooth.
  - 3. Profile:
    - a. 2 inches face dimension with 5/8 inch high stop, and types and throat dimensions indicated on the Door Schedule.
    - b. 1 inch face dimension with 5/8 inch high stop, and types and throat dimensions indicated on the Door Schedule.
    - c. Custom special face dimension with 5/8 inch high stop, and types and throat dimensions indicated on the Door Schedule.
  - 4. Provide following reinforcement and accessories:
    - a. Hinge Preparation for 4-1/2 inches high, standard weight, or heavy weight, full mortise hinges; with plaster guard.
    - b. Hinge Preparation for 5 inch high, universal standard weight, or heavy weight, full mortise hinges; with plaster guard.
    - c. Strike preparation (single doors) for 4-7/8 inch universal strike; with plaster guard.
    - d. Silencers. Prepare frames to receive inserted type door silencers, 3 per strike jamb on single doors, and 2 per head for pair of doors. Stick-on silencers are not permitted.
  - 5. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
  - 6. Finish: Factory prime finish in accordance with ANSI A 250.10.
- C. Steel Frames for Drywall:
- 1. Profile:
    - a. Profile: 2 inches face dimension, 1/2 inch backbend with 5/16 inch return, 5/8 inch high stop, types and throat dimensions indicated.
  - 2. Provide following reinforcement and accessories:
    - a. Hinge preparation for 4-1/2 inches high, full mortise hinges, 0.134 inch or 0.180 inch leaf thickness.



- b. Strike preparation (single doors) for 4-7/8 inch universal strike; with plaster guard.
- c. Closer reinforcement: minimum 14 gage steel.
- d. Projection weld hinge and strike reinforcements to the door frame.
- e. Provide metal plaster guards for all mortised cutouts.
- f. Include galvanized hardware reinforcements in all galvanized frames.
- g. Silencers. Prepare frames to receive inserted type door silencers, 3 per strike jamb on single doors, and 2 per head for pair of doors. Stick-on silencers are not permitted.
- 3. Anchors: Locate adjustable anchors in each jamb 4 inches (102 mm) from the top of the door opening to hold frame in rigid alignment.
  - a. Provide 14 ga. pressure anchors used in conjunction with base floor clips as required.
- 4. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
- 5. Finish: Factory prime finish.

## 2.4 ACCESSORIES

- A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.
- B. Astragals for pairs of doors: Manufacturer's standard for labeled and non-labeled openings.
- C. Plaster Guards: Same material as door frame, minimum 24 gage minimum; provide for all strike boxes.
- D. Silencers: Resilient rubber, Inserted type, three per strike jamb for single openings and two per head for paired openings. Stick-on silencers shall not be permitted except on hollow metal framing systems.
- E. Door Louvers:
  - 1. Inserted: 1 inch thick, inverted "Y" blade type, inserted into an opening prepared in the door faces. Blades are made from 18 gage steel and welded to a fabricated sub-frame. Louver is held in place by a retaining frame (shroud), supplied with louver.
    - a. Free air space is 50 percent of louver area.
    - b. Size: As indicated on the Drawings.
    - c. Frame: with tamper proof fasteners.
  - 2. Fusible Link: Louvers are 1 inch thick, steel "Z" blade type, containing a fusible link that will break at a prescribed temperature, releasing a closing mechanism. Free air space is 30 percent of louver area.
    - a. UL Rated.
    - b. Size: As indicated on the Drawings.
    - c. Frame: with tamper proof fasteners.

## 2.5 FABRICATION

- A. Steel Frames:
  - 1. Three-piece knock-down frames: Head and jamb intersecting corners die-cut,

- mitered at 45 degrees, with locking tabs for rigid connection when assembled.
2. Factory-welded frames: Head and jamb intersecting corners mitered at 45 degrees, with back welded joints ground smooth.
    - a. Continuous faceweld the joint between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible face seams.
    - b. Externally weld, grind, prime paint, and finish smooth face joints at meeting mullions or between mullions and other frame members per a current copy of ANSI A250.8.
    - c. Provide temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.
  3. Provide cutouts and reinforcements required for electrical and security components specified elsewhere in this specification.
  4. Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 series specifications for door and frame preparation for hardware.

## 2.6 FINISHES

- A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.
- B. Factory Prime Finish: Meet requirements of ANSI A250.10.
- C. Steel Sheet: Galvanized to ASTM A525 G60 (exterior doors only).
- D. Field Finish: Paint in field.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that substrate conditions are acceptable for installation of doors and frames in accordance with manufacturer's installation instructions and technical bulletins.
- C. Verify door frame openings are installed plumb, true, and level.
- D. Select fasteners of adequate type, number, and quality to perform intended functions.
- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and with ANSI/SDI-100.
- B. Install frames plumb, level, rigid and in true alignment in accordance with ANSI A250.11, "Recommended Erection Instructions for Steel Frames" and ANSI A115.IG, "Installation Guide for Doors and Hardware".
- C. All frames other than slip-on types shall be fastened to the adjacent structure to retain their position and stability. Drywall slip-on frames shall be installed in prepared wall openings, and shall use pressure type and sill anchors to maintain stability.
- D. Where grouting is required in masonry installations, frames shall be braced or fastened to prevent the pressure of the grout from deforming the frame members. Grout shall be mixed to provide a 4 inch maximum slump and hand troweled into place. Grout mixed to a thin "pumpable" consistency shall not be used.
- E. Install fire-rated doors and frames in accordance with NFPA 80 and local code authority requirements.
- F. Install doors to maintain alignment with frames to achieve maximum operational effectiveness and appearance. Adjust to maintain perimeter clearances as required. Shim as needed to assure the proper clearances are achieved.
- G. Glaze and seal exterior transom, sidelight and window frames in accordance with HMMA-820 TN03.
- H. Install hardware in accordance with the hardware manufacturer's recommendations and templates. ANSI A115.IG, "Installation Guide for Doors and Hardware" shall be consulted for other pertinent information.

### 3.4 CLEARANCES

- A. Clearance between the door and frame head and jambs for both single swing and pairs of doors shall be 1/8 inch.
- B. Clearance between the meeting edges of pairs of doors shall be 3/16 inch plus or minus 1/16 inch. For fire rated applications, the clearance between the meeting edges of pairs of doors shall be 1/8 inch plus or minus 1/16 inch.
- C. Bottom clearance shall be 3/4 inch (Standard).
- D. The clearance between the face of the door and door stop shall be 1/16 inch to 1/8 inch.
- E. All clearances shall be, unless otherwise specified, subject to a tolerance of plus or minus 1/32 inch.

### 3.5 ADJUSTING AND CLEANING

- A. Adjust doors for free swing without binding.
- B. Adjust hinge sets, locksets, and other hardware. Lubricate using a suitable lubricant

compatible with door and frame coatings.

- C. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.
- D. Remove from project site and legally dispose of construction debris associated with this work.

### 3.6 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

## **SECTION 081177**

### **BULLET-RESISTANT STEEL DOOR AND FRAME**

#### **Part 1 GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Bullet-resistant steel door and frame assemblies.
- B. Related Sections:
  - 1. Division 01: General requirements.
  - 2. Section 080671 - Door Hardware.

##### **1.2 REFERENCES**

- A. American Welding Society (AWS) ([www.aws.org](http://www.aws.org)) D1.3/D1.3M - Structural Welding Code - Sheet Steel.
- B. ASTM International (ASTM) ([www.astm.org](http://www.astm.org)) A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- C. Underwriters Laboratories (UL) ([www.ul.com](http://www.ul.com)) 752 - Bullet Resisting Equipment.

##### **1.3 SYSTEM DESCRIPTION**

- A. Design Requirements: Provide door and frame assemblies of "non-ricochet type" intended to permit capture and retention of attacking projectile, lessening potential of random injury or lateral penetration.

##### **1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Provide hardware templates to door and frame assembly manufacturer for preparation of door and frame units to receive hardware other than hinges.

##### **1.5 SUBMITTALS**

- A. Submittals for Review:
  - 1. Shop Drawings: Include door and frame profiles and sizes, type and spacing of frame anchors, reinforcement size and locations, details of joints and connections, and welding details.
  - 2. Product Data: Include product description for door and frame assemblies including bullet-resistant ratings.
- B. Closeout Submittals:
  - 1. Maintenance Data: Include instructions for cleaning of glazed panels.

##### **1.6 QUALITY ASSURANCE**

- A. Door and Frame Assemblies: Ballistic Level 3, tested to UL 752.
- B. Doors and frames manufactured by same firm.

##### **1.7 DELIVERY, STORAGE AND HANDLING**

- A. Store door and frame assemblies upright in protected, dry area, off ground or floor, with at least 1/4 inch space between individual units.

- B. Do not cover with non vented coverings that create excessive humidity.
- C. Remove wet coverings immediately.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Contract Documents are based on products by ARMORTEX, 5926 Corridor Parkway, Schertz, Texas, 800-880-8306, [www.armortex.com](http://www.armortex.com).
- B. Substitutions: Under provisions of Division 01.

### **2.2 MATERIALS**

- A. Steel Sheet:
  - 1. ASTM A1008/1008M, cold rolled, free from scale, pitting, coil breaks, and other surface defects.
- B. Bullet-Resistant Composite: UL Listed Bullet Resistant Composite by ARMORTEX, of UL level equal to specified door and frame ballistic protection level.

### **2.3 ACCESSORIES**

- A. Hinges: Aluminum continuous gear type.

### **2.4 FABRICATION**

- A. Doors:
  - 1. Fabricate with 16 gage steel face plates, foam insulation, and bullet-resistant composite core.
  - 2. Weld 16 gage rails and stiles to face plates with flush surface on all edges.
  - 3. Factory hang doors in frames using specified hinges.
  - 4. Mortise and reinforce doors and frames at factory to receive hardware in accordance with approved hardware schedule.
- B. Frames:
  - 1. Same ballistic protection as doors.
  - 2. Fabricate from 16 gage steel lined with bullet-resistant composite.
  - 3. Weld frame corners; knock-down and mechanical joints not acceptable.
- C. Welding: In accordance with AWS D1.3/D1.3M. Grind exposed welds flush and smooth.
- D. Finish work neat and free from defects.
- E. Allowable Tolerances: Plus or minus 1/16 inch for frame opening width, height, diagonal dimensions, and overall width and height (outside to outside).

### **2.5 FINISHES**

- A. Steel:
  - 1. Dress tool marks and surface imperfections to smooth surfaces.
  - 2. Clean and chemically treat steel surfaces.
  - 3. Apply manufacturer's standard rust inhibiting gray primer paint.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Install door and frame assemblies in accordance with manufacturer's instructions and approved Shop Drawings.

- B. Set plumb, square, and level.
- C. Secure to adjacent construction using fastener type best suited to application.
- D. Drill and tap for surface-mounted hardware in field.
- E. Field alterations to door and frame assemblies other than drilling and tapping for surface-mounted hardware not permitted unless approved in advance by manufacturer and Architect.

### 3.2 ADJUSTING

- A. Touch up minor scratches and abrasions in primer paint to match factory finish.
- B. Adjust doors to swing freely, without sticking or binding.

END OF SECTION

## **SECTION 081416**

### **COMMERCIAL WOOD DOORS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

**A. Section Includes:**

1. Interior standard wood veneer flush wood doors.
2. Interior painted flush wood doors.
3. Interior laminate-faced wood doors.
4. Interior simulated stile and rail wood doors.
5. Interior molded face wood doors.
6. Matching wood frames.

**B. Related Requirements:**

1. Section 080671: Door Hardware.

##### **1.2 PREINSTALLATION MEETINGS**

**A. Conduct pre-installation meeting at Project site.**

**B. Discussion Topics:**

1. Delivery, storage, and handling.
2. Coordination with hardware installers.
3. Protection of installed doors.

##### **1.3 ACTION SUBMITTALS**

**A. Product Data: Each type of door and finish.**

1. Core and edge construction.
2. Fire rated doors.
3. Glazed openings.
4. Louvers.
5. Finishes.



B. Shop Drawings and Schedule:

1. Use same unit designations used in Contract Documents.
2. Hardware preparation.
3. Glazed openings.
4. Louvers.

C. Samples for Selection:

1. Available standard color and pattern options.
2. Available standard colors and gloss options.
3. Available standard molding profiles for glazed openings.
4. Available standard casing profiles for wood door frames.

D. Samples for Verification:

1. Transparent Finish Doors: Each required veneer species and factory finish; minimum 8 by 10 inches corner unit showing construction and finish.
2. Painted Finish Doors: Each required factory finish except for painted doors; minimum 8 by 10 inches corner unit showing construction and finish.
3. Light Opening Moldings: Minimum 6 inches long, for each material, type, and finish required.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Sustainable Design Submittals:

1. Chain-of-Custody Certificates: For certified wood products. Include statement of costs.
2. Chain-of-Custody Qualification Data: For manufacturer and vendor.
3. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
4. Environmental Product Declaration (EPD) per Product Category Rule for Preparing an Environmental Product Declaration for Interior Architectural Wood Door Leaves.
  - a. Product-specific, Type III third party verification by SCS Global Services or other program operator per ISO 14025.

## 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer warranties transferrable to Owner.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Certified for chain of custody by an FSC-accredited certification body.
- B. Vendor Qualifications: Certified for chain of custody by an FSC-accredited certification body.
- C. Mock-Ups: Supply doors for room mock-ups specified in Division 01.
  - 1. Acceptable mock-ups in satisfactory condition at Substantial Completion may remain as part of the Work.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Package factory-finished doors individually in manufacturer's standard plastic bags, stretch wrap, or cardboard cartons.
- B. Store doors inside building in clean, dry location.
- C. Mark each door on top rail with opening number used on Shop Drawings.

## 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity at occupancy levels during remainder of construction period.

## 1.9 MANUFACTURER WARRANTIES

- A. Standard manufacturer warranties.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch in 42-by-84-inch section.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in 3-inch span.
  - 2. Solid Core Doors: Limited lifetime warranty.
  - 3. Hollow Core Doors: Limited one year.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Products of Cendura™ Series | Mohawk by Masonite Architectural are specified to indicate requirements for quality and appearance.

1. Website: [Masonite.com/architectural/products/cendura-series](https://www.masonite.com/architectural/products/cendura-series)
2. Phone: 877.332.4484

- B. Source Control: Supply all wood doors from a single manufacturer.

### 2.2 MANUFACTURING STANDARD

- A. Interior Wood Doors: Window & Door Manufacturers Association publication ANSI/WDMA I.S. 1A "Industry Standard for Interior Architectural Wood Flush Doors".
- B. Fire-Rated Wood Doors: Conforming to NFPA 80; listed and labeled for required ratings based on testing at positive pressure NFPA 252 or UL 10C by UL or other testing agency acceptable to authorities having jurisdiction.

1. Temperature-Rise Limit: **[Where indicated] [At vertical exit enclosures and exit passageways]**, provide doors that have a maximum transmitted temperature end point of not more than 250 deg F above ambient after 30 minutes of standard fire-test exposure.
2. Blocking: Provide composite blocking approved for use in doors of fire-protection ratings indicated as needed to maintain WDMA performance level and eliminate through-bolting hardware.
3. Vertical Edge Construction:
  - a. Category A Positive Pressure: Integral intumescent seals concealed by outer stile where required.
  - b. Category B Positive Pressure: Intumescent seals applied to door frame per requirements of Section 08 7100 Door Hardware where required.
4. Pairs: Fire-retardant stiles with concealed intumescent seals that are listed and labeled for applications indicated without formed-steel edges and astragals.
5. Pairs: Formed-steel edges and astragals with intumescent seals as required for ratings.
  - a. Steel edges and astragals factory primed for field painting.

- b. Veneer wrapped steel edges in same species and finish as door faces.
  - c. Steel edges and astragals with baked enamel in color selected by Architect from manufacturer's standard offering.
  - d. Stainless steel edges and astragals, #4 satin polish.
- C. Acoustical Rating for Solid Core Doors: Where indicated in door schedule on Drawings, provide STC doors supplied with seals and gaskets tested by manufacturer.

## 2.3 SUSTAINABILITY REQUIREMENTS

- A. Certified Wood: "FSC Pure" per FSC STD-01-001 and FSC STD 40-004.
- B. Adhesives: Meeting testing and product requirements of California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Composite Wood Products: Manufactured with ultra-low-emitting formaldehyde resins as defined in California Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or with no added formaldehyde.

## 2.4 INTERIOR SOLID CORE STANDARD VENEER FLUSH WOOD DOORS FOR TRANSPARENT FINISH

- A. Basis of Design: Cendura™ Series | Mohawk by Masonite Architectural
- B. Solid Core Standard Veneer Flush Wood Doors:
  - 1. WDMA Quality Standard: Custom.
  - 2. WDMA Performance Level.
  - 3. Faces:
    - a. Veneer Grade: A.
    - b. Veneer Species: Natural Birch, White Birch, White Maple or Natural Maple.
    - c. Veneer Cut: Rotary, Plain sliced or Rift cut.
    - d. Veneer Leaf Match: Book match or Slip match.
    - e. Veneer Face Match: Running match.
  - 4. Pair Match: Provide for doors hung in same opening.

5. Vertical Edges: Mill option softwood or low-density hardwood.
  6. Horizontal Edges: Structural composite lumber.
  7. Core: Structural composite lumber.
  8. Construction: Five plies. Stiles and rails are bonded to core, and then entire unit is abrasive planed before veneering.
  9. Thickness: 1-3/4 inch.
- C. Solid Core Standard Veneer Flush Wood Doors with Glazed Lites:
1. Match appearance grade and applicable construction and performance requirements of other standard veneer flush solid core wood doors.
  2. Factory Glazing: Factory install glass, fill glazing bead nail holes in factory finished doors.
  3. Wood Glazing Accessories: Solid wood of same species as face veneer in standard profile selected by Architect.
    - a. Bead Profile: Straight Lip.
    - b. Applied Grille: Classic Grille Beveled Bead.
  4. Metal Glazing Frames: Manufacturer's standard frame formed of 0.048-inch- thick, cold-rolled steel sheet; factory primed for paint.
- D. Solid Core Standard Veneer Flush Wood Doors with Louvers:
1. Match appearance grade and applicable construction and performance requirements of other standard veneer flush solid core wood doors.
  2. Wood Louvers: Sight-proof.

## 2.5 INTERIOR SOLID CORE STANDARD PAINTED FLUSH WOOD DOORS

- A. Basis of Design: Cendura™ Series | Mohawk by Masonite Architectural.
- B. Solid Core Standard Painted Flush Doors:
1. WDMA Quality Standard: Custom.
  2. WDMA Performance Level: Heavy Duty.
  3. Faces: Paint grade birch.
  4. Vertical Edges: Finger-Jointed Softwood/Mill Option low density hardwood.

5. Horizontal Edges: Structural Composite Lumber
6. Core: Structural composite lumber.
7. Construction: Five plies. Stiles and rails are bonded to core, and then entire unit is abrasive planed before veneering.
8. Thickness: 1-3/4 inch.

C. Solid Core Standard Painted Flush Doors with Glazed Lites:

1. Match appearance grade and applicable construction and performance requirements of other paint finish flush solid core wood doors.
2. Factory Glazing: factory install glass, fill glazing bead nail holes in factory finished doors.
3. Wood Glazing Accessories: Solid wood of same species as face veneer in standard profile selected by Architect.
  - a. Bead Profile: Straight Lip.
  - b. Applied Grille: Classic Grille Beveled Bead.
4. Metal Glazing Frames: Manufacturer's standard frame formed of 0.048-inch- thick, cold-rolled steel sheet; **factory primed for paint**.
  - a. Frame Design: Metal Vision Frame

D. Solid Core Standard Painted Flush Doors with Louvers:

1. Match appearance grade and applicable construction and performance requirements of other paint finish flush solid core wood doors.
2. Wood Louvers: Sight-proof.

2.6 PAINT FINISH WOOD DOOR FRAMES

- A. Material: Paint grade hardwood.
- B. Finish: Factory-applied primer for field painting.

2.7 FINISHES

- A. Finish Grade: Match grade of door.
- B. Transparent: WDMA TR-8, UV-Cured Acrylated Polyester/Urethane.
  1. Staining: provide stain samples.

- 2. Sheen: Satin.
- C. Factory-Primed: Primer suitable for finish paint.
- D. Factory-Painted: WDMA I.S. 1-A System OP-8, UV-Cured Acrylated Polyester/Urethane.
  - 1. Color: Provide paint samples.
  - 2. Sheen: Satin.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that door frames are plumb, square, and accurate size.
- B. Inspect each door before installation for damage and defects per WDMA Section F-6.

### 3.2 INSTALLATION

- A. Hardware installation is specified in Section 080671 – Door Hardware.  
Reference Standards:
  - 1. Wood Doors: WDMA I.S. 1A and WDMA I.S. 6A.
- B. Align doors with uniform vertical and top edge clearance.

### 3.3 REPAIR

- A. Repair of damage or defects is subject to Architect's acceptance, including removal of soiling.
- B. Provide new replacement doors for doors that cannot be satisfactorily repaired.

### 3.4 PROTECTING AND CLEANING

- A. Protect installed doors from damage and soiling.
- B. Clean doors shortly before inspection for Substantial Completion.

END OF SECTION

## **SECTION 092900**

### **GYPSUM BOARD**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

**A. Section Includes:**

1. Fiberglass-mat faced, mold- and moisture-resistant gypsum board.

**B. Related Sections:**

1. Section 061000 Rough Carpentry.

##### **1.02 REFERENCES**

**A. ASTM International (ASTM):**

1. ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products.
2. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
3. ASTM C630 Standard Specification for Water-Resistant Gypsum Backing Board.
4. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board.
5. ASTM C1396 Standard Specification for Gypsum Board.
6. ASTM C1658 Standard Specification for Glass Mat Gypsum Panels.
7. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
8. ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers.
9. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.

**B. Gypsum Association (GA):**

1. GA-214 Recommended Levels of Gypsum Board Finish.
2. GA-216 Application and Finishing of Gypsum Panel Products.



### 1.03 SUBMITTALS

- A. Product Data: Manufacturer's specifications and installation instructions for each product specified.

### 1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Provide products that comply with the following limits for surface burning characteristics when tested per ASTM E84:
  - 1. Flame spread: 0.
  - 2. Smoke developed: 0.
- B. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.
- C. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- D. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### 1.05 WARRANTY

- A. Provide products that offer twelve months of coverage against in-place exposure damage (delamination, deterioration and decay).
- B. Manufacturer's Warranty: Three years against manufacturing defects.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Basis-of-Design: Georgia-Pacific Gypsum LLC:
  - 1. Fiberglass-Mat Faced Gypsum Board: DensArmor Plus Interior Panel.
  - 2. Fire-Rated Fiberglass-Mat Faced Gypsum Board: DensArmor Plus Fireguard.
- B. American Gypsum.

- C. CertainTeed Corp.
- D. Lafarge North America Inc.
- E. National Gypsum Company.
- F. PABCO Gypsum.
- G. Temple-Inland.
- H. USG Corporation.

## 2.02 MATERIALS

- A. Fiberglass-Mat Faced Gypsum Board:
  - 1. Thickness: 1/2 inch.
  - 2. Width: 4 feet.
  - 3. Length: 8 feet - 12 feet.
  - 4. Weight: 2.02 pounds per square foot.
  - 5. Edges: Tapered.
  - 6. Surfacing: Coated fiberglass mat on face, back, and long edges.
  - 7. Flexural Strength, Parallel (ASTM C473, ASTM C1658): Not less than 80 lbf.
  - 8. Flexural Strength, Perpendicular (ASTM C473, ASTM C1658): Not less than 100 lbf.
  - 9. R-Value (ASTM C518): Not less than 0.56.
  - 10. Nail Pull Resistance (ASTM C473, ASTM C1658): Not less than 80 lbf.
  - 11. Humidified Deflection (ASTM C473, ASTM C1658): Not more than 1/4 inch.
  - 12. Hardness, Core, Edges, and Ends (ASTM C473, ASTM C1396): Not less than 15.
  - 13. Water Absorption (ASTM C630, ASTM C1396, ASTM C1658): Less than 5 percent of weight.
  - 14. Mold Resistance (ASTM D3273): 10, in a test as manufactured.
  - 15. Microbial Resistance (ASTM D6329): Will not support microbial growth.

16. Acceptable Products:

- a. 1/2 inch DensArmor Plus Interior Panel, Georgia-Pacific Gypsum.
- b. 1/2 inch DensArmor Plus Fireguard C, Georgia-Pacific Gypsum.

2.03 PERFORMANCE REQUIREMENTS

- A. Moisture- and Mold-Resistant Assemblies: Provide and install moisture- and mold-resistant glass-mat gypsum wallboard products with moisture-resistant surfaces complying with ASTM C 1658 and ASTM C 1177 where indicated on Drawings and in all locations which might be subject to moisture exposure during construction. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- C. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General: In accordance with GA-216, ASTM C840 and manufacturer's recommendations.
  - 1. Manufacturer's Recommendations:
    - a. Current "Product Catalog", Georgia-Pacific Gypsum.

3.02 APPLICATION

- A. Primer and Paint Application:
  - 1. Use high solids primer with at least 40% volume solids.
  - 2. Apply primer to a dry film thickness of 1.7 to 1.8 mils dry to ensure uniform coverage and appearance.
  - 3. Apply finish coats of paint per the paint manufacturer's label instructions.

3.03 PROTECTION

- A. Protect gypsum board installations from damage and deterioration until the date of Substantial Completion.

### 3.04 SCHEDULE

For purposes of this schedule, exposure to water is defined as follows:			TYPICAL PAPER FACED	ENHANCED RESISTANCE PAPER FACED OR GLASS MAT	COATED GLASS MAT
Direct Exposure: Surfaces normally soaked, saturated or, regularly and frequently exposed to water and moisture.					
Incidental Exposure: Surfaces immediately adjacent to lavatories, sinks, urinals, water closets, and other plumbing fixtures.					
No Exposure: Surfaces in locations not normally exposed to water and moisture sources.					
Abuse-resistant gypsum board shown on drawings					
TOILET AND BATHROOMS	Walls with Adjacent Plumbing Fixtures - Wet Walls (Incidental Exposure):	Paint and Wall Coverings		X	
		Tile and Adhered Sheet/Panel Finishes			X
	Wall locations other than wet walls (No Exposure)	Paint and Wall Coverings		X	
		Tile and Adhered Sheet/Panel Finishes			X
	Tub and Shower Walls (Direct Exposure):	Paint and Wall Covering Finishes above Tub and Shower Finishes		X	
		Tile and Adhered Sheet/Panel Finishes			X
	Ceilings (No Exposure)	Paint Only		X	
	Walls above ceilings (Incidental Exposure)		X	X	X
Interior Faces of Exterior Walls (No Exposure, except for future potential of water and moisture infiltration through exterior wall)				X	
All Other Walls and Ceilings (No Exposure) – Paint only			X		

END OF SECTION

**SECTION 096513**  
**RESILIENT WALL BASE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Resilient Wall Base.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - 1. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- E. Product Schedule: For resilient products. Use same designations indicated on Drawings.

**1.4 QUALITY ASSURANCE**

- A. Mockups: Provide resilient products with mockups specified in other Sections.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## 1.6 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Johnsonite, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## PART 2 - PRODUCTS

### 2.1 RESILIENT WALL BASE

Manufacturer:

Johnsonite, Inc.

16910 Munn Road

Chagrin Falls, Ohio 44023

Web: [www.tarkettna.com](http://www.tarkettna.com)

E-mail:

[info@johnsonite.com](mailto:info@johnsonite.com)

Phone

(800) 899-8916

(440) 543-8916

Tech:

Ext 9297

Samples:

Ext 9299

Fax:

(440) 543-8920

#### A. MILLWORK RESILIENT WALL BASE

JOHNSONITE MILLWORK RESILIENT WALL BASE specify – Millwork Resilient Wall Base, including Masquerade, with the following physical characteristics:

- a. Millwork profiles replicate the look of finely milled wood.
- b. Manufactured from a proprietary thermoplastic rubber formulation.
- c. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
- d. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- e. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
- f. Johnsonite offers a RESTART reclamation program for returning jobsite scrap
- g. Contains 14% pre-consumer recycled content
- h. 100% Recyclable
- i. Phthalate-free
- j. SCS FloorScore® Certified and meets California Specifications Section 01350
- k. Johnsonite facilities are ISO 9001 and ISO 14001 Certified
- l. Possible LEED contributions for Wall Base include MR:2, MR:4, MR:5 and EQ: 4.3

- Inflection profile – 3/8" thick by 5.25" height wall base MW – color by Owner from full selection line-G
- Classic profile – 3/8" thick by 5 1/4" height wall base MW - (color by Owner from full selection line)
- 1/2" Quarter Round profile – QTR - color by Owner from full selection line.

## 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Johnsonite to meet site conditions
  1. Johnsonite #960 Cove Base Adhesive (Porous applications)
  2. Johnsonite #946 Premium Contact Bond Adhesive (Non-porous applications)
  3. rePlace does not require adhesive

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to Johnsonite's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with Johnsonite's written instructions for installing resilient base.

- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere Millwork resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Millwork profiles – job-formed corners:
  - 1. Outside corners: Use straight pieces of maximum lengths possible and miter corners to fit.
  - 2. Inside corners: Butt one piece to corner then scribe next piece to fit.
- H. rePlace profiles – use manufactured corner profiles:

### 3.4 CLEANING AND PROTECTION

- A. Comply with Johnsonite's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION



## **SECTION 099123**

### **PAINTING**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes:
  - 1. Paint.
  - 2. Wood sealant.
  - 3. Wood stains.

##### **1.2 ENVIRONMENTAL CONDITIONS**

- A. Utilize a low VOC product, (less than 100 g/1), for semi-gloss and gloss. Use a water-based, "zero VOC" product (less than 10 g/1), for flat and egg shell. All interior and exterior paints shall be lead and VOC free.

##### **1.3 SUBMITTALS**

- A. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts.

##### **1.4 EXTRA MATERIALS**

- A. Provide one gallon of each color and sheen in unopened cans, sealed and labeled by manufacturer.

##### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. All materials must be of commercial grade made by reputable, recognized manufacturers, and delivered to the job in original containers bearing brand name and manufacturer's name with seals unbroken and unusable materials.
- B. Store materials and equipment only at locations as directed. Keep storage spaces clean and orderly and free of debris and unusable materials.
- C. Deliver materials in original packages, containers, or bundles bearing brand names and identification of manufacturer or supplier.
- D. Store materials in dry location, fully protected from weather and direct exposure to sunlight.
- E. Use paint directly from manufacturer – Do not add water or otherwise thin paint materials.

## 1.6 WARRANTY

- A. The Contractor shall furnish written guarantee that all work, materials and workmanship required by this section of the contract be free from defects for a period of one (1) year after the acceptance of the building.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Manufacturers:
  - 1. PPG paint and coating systems (or equivalent).
  - 2. MAB (M. A. Bruder) paint systems (or equivalent).
  - 3. Benjamin Moore "Pristine" paint line with zero VOC content (or equivalent).
- B. Coatings: All coatings shall be pre-mixed, except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags. All coatings shall be lead-free.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.

### 2.2 FINISHES

- A. All colors shall be selected by Owner.
- B. Refer to schedule at end of section for surface finish schedule.
- C. All new wood and steel doors shall be primed and painted with semi-gloss finish.
- D. Interior walls shall be primed and painted with eggshell or low luster finish.
- E. All exterior trims shall be primed and painted with semi-gloss finish.
- F. Provide three (3) color paint system for interior spaces; one (1) color for walls and ceilings, one (1) color for doors, and one (1) color for trim.

### 2.3 CLEAR FINISH / STAINS

- A. Stains shall be vegetable oil based, non-polyurethane, waterborne for exterior use with UV protection.
- B. Clear finish interior wood to be 2 coats clear shellac, plus 1 coat MAB Dull-Glo Varnish (or equivalent).

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND PREPARATION

- A. Verify that substrate conditions are ready to receive work.
- B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.
- C. Correct minor defects and clean surfaces which affect work of this Section.
- D. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- E. Gypsum Board Surfaces: Fill minor defects with latex compounds. Spot prime defects after repair.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with a solution of tri-sodium phosphate, rinse well and allow to dry.
- H. Uncoated Ferrous Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- I. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust, hand power tool clean, clean surfaces with solvent. Prime bare steel surfaces.
- J. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- K. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lighting between coats.
- L. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
- M. Protect adjacent work from damage.
- N. Prepare all surfaces in accordance with manufacturer's requirements.

### 3.2 APPLICATION

- A. All paints shall be premixed. Paints shall not be thinned with water.

- B. New painting shall be performed by experienced mechanics using roller, spray (with back roll on second coat) or brush, applying paint according to manufacturer's instructions, free of runs, sags, holidays and brush or roller markings.
- C. Sand transparent finishes lightly between coats to achieve required finish.
- D. Where clear finishes are required, tint fillers to match wood.
- E. Back prime interior and exterior wood work scheduled to receive paint finish with primer paint.
- F. Back prime interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- G. Finished surfaces shall be finished to a straight line where adjoining other colors or unpainted surfaces.
- H. Fill cracks, nail holes, and other defects in wood with whiting putty after prime coat has been applied.
- I. No exterior work to be done in rainy, damp, or frosty weather. No interior work to be done until building is dry.
- J. All wood doors shall be primed and painted with a high gloss protective finish. Give top and bottom edges of doors the same number of finish coats as face. Paint prime coated butts the same as door frame unless otherwise directed.
- K. Paint access doors, panelboards, grilles, exposed piping and similar items to match adjacent surfaces unless otherwise directed.
- L. Give any finished work that does not have full coverage or is not neat and workmanlike additional coats of finish or remove entirely and re-do as required by Architect until it presents a satisfactory and acceptable appearance.

### 3.3 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop primed equipment.
- B. Remove unfinished louvers, grilles, covers, and access panels and paint separately.
- C. Prime and paint exposed pipes, exposed ducts, hangers, brackets, collars and supports, except where items are pre-finished.
- D. Paint both sides and edges of plywood backboards.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.4 CLEANING

- A. As work proceeds, promptly remove finishes where spilled, splashed, or spattered.
- B. Store paint rags and waste in tightly covered metal containers or remove from job site at end of each day's work.

### 3.5 PAINT SCHEDULE - INTERIOR SURFACES

- A. Steel - Unprimed:
  - 1. One (1) coat PPG 4020PF, PitTech Plus Primer/Finish w/ Acrylic.
  - 2. Two (2) coats PPF 4216HP, Acrylic Enamel Sem-Gloss.
- B. Concrete, concrete block:
  - 1. One (1) coat of block filler, PPG 6-15XI.
  - 2. Two (2) coats of PPG Sun-Proof 7 Series, semi-gloss
- C. Gypsum Board:
  - 1. One (1) coat of acrylic enamel primer. PPG 4-4900 (or equivalent).
  - 2. Two (2) PPG 4310 XI Speedhide, No VOC, eggshell (or equivalent).
- D. Concrete floors (not receiving another flooring)
  - 1. PPG Perma Crete Plexseal WB Interior/Exterior Clear Sealer
- F. Wood:
  - 1. Flat Finish
    - a. 1 Coat-PPG Seal Grip Alkyd Primer Series 17 -951.
    - b. 2 Coats-PPG Acri-Shield Max Eggshell 589-10 Series

END OF SECTION

**SECTION 101101**  
**VISUAL DISPLAY BOARDS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Enclosed Bulletin Boards.

**1.2 RELATED SECTIONS**

- A. Section 06100 - Rough Carpentry: Framing and support for visual display boards and cases.

**1.3 REFERENCES**

- A. American Society for Testing and Materials (ASTM):ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Burning Materials.
- B. National Fire Protection Association (NFPA): NFPA 70 - National Electric Code.
- C. Porcelain Enamel Institute: S-104 - Performance Specification for Porcelain Enamel Markerboards and Chalkboards.

**1.4 SUBMITTALS**

- A. Submit under provisions of Section 013000.
- B. Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Cleaning Methods.
- C. Shop Drawings: Submit shop drawings for each case type to be used.
  - 1. Show layout, panel joints, profiles, and product components, including corner and edge conditions, accessories, finish colors and textures.
  - 2. Show plans, elevations and sections.
  - 3. Show mounting types, heights, anchorage methods, and attachment devices.
- D. Sign Schedule: Use same designations indicated on Drawings.
- E. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- G. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A minimum of 5 years experience in the manufacture of visual display boards.
- B. Installer Qualifications: A minimum of 5 years experience in the installation of visual display boards or as recommended by the manufacturer.
- C. Regulatory Requirements:
  - 1. Surface Burning Characteristics: Flame spread required by authority having jurisdiction when based in accordance with ASTM E 84.
  - 2. Electrical Components: Listed and labeled as defined in accordance with NFPA 70.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Schedule delivery of visual display boards so that spaces are sufficiently complete that visual display boards can be installed immediately upon delivery.
- C. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- D. Store materials in a dry, warm, ventilated weathertight location.

## 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Existing Conditions: Verify actual dimensions by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

## 1.8 WARRANTY

- A. Manufacturer's Warranty. Provide manufacturer's 50 year limited warranty for Vitre-Steel porcelain on steel writing surfaces.

## 1.9 COORDINATION

- A. Coordinate Work with other operations and installation of finish materials to avoid damage to installed materials.

# PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: AARCO Products, Inc., or equivalent.

- B. Substitutions: as approved by Architect.
- C. Requests for substitutions will be considered in accordance with provisions of Section 016000.

## 2.2 PRODUCTS

- A. Enclosed Bulletin Board Cases, AARCO model DCC3672R (or equivalent).
  - 1. General: All frames constructed of aluminum extrusions with reinforced corners.
  - 2. Hinged door design: Framed tempered glass with cylinder lock.
  - 3. Hinged door number 10-921 for indoor installation.
  - 4. Size 36 inches high by 72 inches wide (1219 mm by 1829 mm) three doors.
  - 5. Glazing: Tempered glass.
  - 6. Hinges: Continuous type.
  - 7. Writing/Posting Surfaces:
    - a. Black Felt Letter Panel as specified, (include tab letters)
  - 8. Aluminum Finishes:
    - a. Frame and track finish: **Clear anodized**.
  - 9. Mounting: Surface mounted with concealed mounting hangers.
  - 10. Removable panels RR3636F
  - 11. Include AARCO universal single-tab letters

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's printed instructions.
- B. Contractor to provide blocking for attachment to wall.

### 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION



**SECTION 102000**  
**MISCELLANEOUS ACCESSORIES**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Fire extinguishers and cabinets.

**1.2 SUBMITTALS**

- A. Product Data: Provide data on products and specified accessories.

**1.3 QUALITY ASSURANCE**

- A. Fire Extinguishers: Conform to NFPA 10.

**PART 2 - PRODUCTS**

**2.1 FIRE EXTINGUISHERS**

- A. Manufacturers (or equivalent):
  - 1. J. L. Industries, (612) 835-6850.
  - 2. Johnson-Lee, Division of W. F. Lee Corp.
  - 3. Larsen's Manufacturing Co..
- B. Dry Chemical Type: Stainless steel tank, with pressure gage, UL-rated 4-A, 60-B:C, 10 lb. capacity, for Class A, B, C fires in common areas. Provide a 5 lb. ABC type extinguishers in each apartment (in the cabinet below the sink), (no hook or cabinet).
- C. Fire extinguisher cabinets as manufactured by Ambassador, or approved equal.
- D. Manufacturer's standard units of suitable size for housing fire extinguishers of type and capacity indicated and as follows:
  - 1. Cabinet Type
    - a. Stud partition: Cabinet box partly recessed with recessed vision panel; min 4" recess.
    - b. CMU partition: Cabinet box flush mounted with vision panel.
  - 2. Provide keyed lock for each cabinet.
  - 3. Larson "Flame-Shield" at locations required fire rated installation.
  - 4. In service areas (non-resident and non-public areas) install all extinguishers on wall hooks.

5. Refer to drawings for locations.
- E. Exposed Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface.
  1. Rolled Edge Trim: Square edges with backbend of 2-1/2".
- F. Factory Finishing of Fire Extinguisher Cabinets: Comply with NAAMM "Metal Finishes Manual" to provide uniformly finished products. Provide color as indicated.
  1. Baked enamel finish: Color to be white.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION AND PREPARATION

- A. Verify that surfaces and internal wall blocking are ready to receive work and opening dimensions are as indicated on drawings and instructed by the manufacturer.

#### 3.2 INSTALLATION - FIRE EXTINGUISHERS

- A. Install extinguishers in accordance with manufacturer's instructions.
- B. Install units level in wall openings.
- C. Top of unit less than or equal to 5-feet above floor. Bottom of unit must be at least 4-feet above floor.

#### 3.4 SCHEDULE

- A. Provide fire extinguishers, as shown on the drawings.

END OF SECTION

**SECTION 102216**  
**SINGLE FIXED SCISSOR GATE**

Part- 1 General

1.01 Description

A. General

1. Furnish all Scissor Gates as indicated complete with all hardware and accessories in accord with the provisions of Contract Documents.

1.02 Submittals

A. Shop Drawings

1. Furnish complete drawings including details of 1) gate construction, 2) hardware and fittings.

1.03 Storage and handling

- A. Store gates in a dry area out of the weather, and prohibit the stacking of other material on top.

Part-2 Product

- A. Gate to be equal to Acorn 56 series. Size to be 3'-0" to 4'-0" W x 6'-0" H.

1. Vertical End Bars: 1 15/16" x 1 5/16" cold-rolled box type sections to receive roller bearings.
2. Lattice Bars: Two 3/4" x 3/8" cold-rolled channels spaced not over 6-inches on center, riveted together back to back.
3. Floor bolts: 5/8" rod 3'-0" long.
4. Rivets: 5/8" x 3/16" solid steel rivets.
5. Rollers: Full ball bearing rollers.
6. Casters: 3" rubber caster, on leading edge of gate.
7. Hinges: 4 1/2" x 4 1/2" full face, riveted pin, butt type.
8. All gates to be complete with a hasp for padlock.
9. Finish: to receive one coat, with color selected by architect from manufacturer's standard colors. Powder coated - Black

Part -3 Execution

3.01 Installation.

- A. Install gate in accordance with manufacturer's shop drawings. All moving parts are to operate freely.
- B. Use touch-up paint on any surface damaged during installation.

END OF SECTION

## **SECTION 107516**

### **FLAG POLE – 20 FOOT**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Aluminum flagpoles.
- B. Flag(s)

##### **1.2 REFERENCES**

- A. Aluminum Association (AA): Aluminum Finishes.
- B. American Society for Testing and Materials (ASTM):
  - 1. ASTM B 241 - Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube.
  - 2. ASTM B 597 - Standard Practice for Heat Treatment of Aluminum Alloys.
- C. National Association of Architectural Metal Manufacturers (NAAMM): NAAMM FP 1001 - Guide Specifications for Design of Metal Flagpoles.

##### **1.3 SUBMITTALS**

- A. Submit under provisions of Section 013000.
- B. Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation instructions.
- C. Shop Drawings:
  - 1. Structural Calculations: Include structural analysis data.
  - 2. Include details of foundation system.

##### **1.4 QUALITY ASSURANCE**

- A. Installer Qualifications:
  - 1. Five years experience installing flagpoles of similar height and complexity in locale of project.
  - 2. Authorized and trained by manufacturer.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Keep flagpole and accessories covered and dry to prevent soiling or damage.
- D. Handle with protective gloves to prevent unwanted distortion.

## 1.6 PROJECT CONDITIONS

- A. Structural Performance: Provide flagpole assemblies, including anchorages and supports, capable of withstanding the effects of wind loads, determined according to NAAMM FP 1001 for specified ground speed.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
  - 1. The Flagpole Warehouse; 3600 Cantrell Industrial Ct., Acworth, GA 30101. ASD. Toll Free Tel: (800) 962-0956. Fax (770)-974-4560. Email: [flagpoles@flagco.com](mailto:flagpoles@flagco.com) . Web: [www.flagpolewarehouse.com](http://www.flagpolewarehouse.com).
  - 2. Or Owner/Architect approved equal.

### 2.2 FLAGPOLES

- A. Architectural Series:
  - 1. External Halyard: Manually operated halyard. Ball-bearing, nonfouling, revolving truck assembly. Finish exposed metal surfaces to match flagpole.
    - a. Exposed Height: 20ft
    - b. Overall Length: 23ft
    - c. Diameter: 5" base and 3" top
    - d. Wall thickness: .125"
    - e. Wind Speed: 120mph flagged
    - f. Mounting Device: Ground Sleeve
- B. Finish:
  - 1. Directional Sanded Satin Finish: Fine, directional, medium satin polish; buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until final grades and elevations have been established.
- B. If others determine final base elevation, confirm with Architect before proceeding.

### 3.2 INSTALLATION

- A. Install flagpole where shown on drawings and in accordance with manufacturer's written instructions.
  - 1. Flagpole shall be plumb.

### 3.3 SPECIAL REQUIREMENTS & ACCESSORIES

- A. Examples: Shoe Bases, Double halyards, eagle ornaments, extra snaps and covers, lock boxes, flag arrangements, lightning rods and flags.
- B. Cleat Cover Box with padlock feature, color to match flagpole. Install per manufacturers written instructions.
- C. Halyard Cover, 5' length, color to match flag pole. Install per manufacturers written instructions.

END OF SECTION

## **VERTICAL LOUVER BLINDS**

### **SECTION 122116**

#### **PART 1 – GENERAL**

##### **1.1 SCOPE**

- A. Furnish and install vertical blinds in accordance with specifications, drawings, and contract documents.

##### **1.2 QUALITY ASSURANCE**

- B. Installer's qualifications:
  - 1. The installer shall be qualified to install the product specified, as demonstrated by prior experience.

##### **1.3 SUBMITTALS**

- A. Product information: Submit manufacturer's product literature and installation instructions.
- B. Shop drawings: Indicate field-measured dimensions of opening which are to receive blinds, details on mounting surface and sill conditions, and detail at corners and conditions between adjacent blinds.
- C. Color samples: Submit a sample of each type and color of material specified.

##### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Packing and Shipping
  - 1. Materials shall be delivered to the project in manufacturer's original unopened packaging with labels intact.
- B. Storage
  - 1. Materials shall be stored in a clean area which is free of corrosive fumes, dust, and away from construction activities.
  - 2. Materials shall be stacked horizontally using plastic or wood shims such that drainage and ventilation are provided for, and such that water cannot accumulate in, about, or upon the containers.
  - 3. Stacks shall be covered with tarps or plastic such that ventilation is provided for, and such that contaminants are prevented from contacting surfaces.



## 1.5 PROJECT/SITE CONDITIONS (PRIOR TO INSTALLATION)

- A. Roof must be tight, window and frames installed and glazed, and interior doors hung.
- B. Wet work including concrete, masonry, plaster, stucco, terrazzo, sheetrock, spackling, and taping (including sanding) shall be complete and dry.
- C. Ceilings, window pockets, electrical, and mechanical work above the product shall be complete.
- D. Electrical power shall be available for installer's tools within 500 feet at product installation areas.

## 1.6 WARRANTY

- A. Lifetime Limited Warranty: Manufacturer shall repair or replace for the life of the product, at its option, without charge, any part found defective in workmanship or material as long as the blind remains in the same window for which it was purchased.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURER AND PRODUCT DESCRIPTION

- A. Vertical Blind wheeled headrail system by manufacturer.
- B. Materials
  - 1. Headrail shall be of extruded silver painted aluminum alloy 1 5/16" wide x 1 7/16" high with capped ends, provided with sprocket wheels. End caps shall be equipped with covers to enclose sprockets and rotation rod wends and rollers for traverse cords.
  - 2. Carriers shall be made of plastic, 3/8" wide and traverse on sprocketed wheels to reduce draw force. No glides or sliders shall be allowed. The vane stem shall be of snap-out design to yield when subjected to interference without damage to the blade or any part of the carriage assembly.
  - 3. Plastic spacer links shall space and stabilize carriers by passing smoothly between stabilizer guides on each carrier.
  - 4. Vanes shall rotate 180 degrees and pack, when traversed, into no more than 3/8" per vane. When rotated, 3 1/2" vanes shall overlap not less than 3/8".
  - 5. Rotation mechanism shall allow vanes to be rotated by means of 3/8" diameter cordless wand

- a. Traditional wand finish options
  - i. White
  - ii. Off White
  - iii. Satin Nickel
  - iv. Bronze
- 6. Traversing mechanism shall allow vertical blinds to traverse left to right, right to left, split or center. Blinds shall traverse by means of a fiberglass cordless wand with zinc handle. Vanes rotate and traverse with the same wand.
- 7. End Caps: Control and return end cap assemblies shall be molded to match aluminum extrusion profile and provide contemporary aesthetic appearance.
- 8. Installation brackets shall be provided for overhead or surface installation using brackets and angle brackets. Brackets shall be designed to facilitate installation and removal of track.
- 9. Vane spacing: A plastic spacer link integral with the carrier body shall be used to provide visually uniform vane spacing when the blind is fully drawn. Normal vane spacing on center is a fraction of an inch less than the vane size. For example:

Vane width: 3 1/2" Spacing on center 3 1/8"
- 10. Vanes shall be selected from the following (control location and stack draw specified)
  - a. Fabric vanes shall be free hanging woven, slit to 3 1/2" wide and color fast. Vanes shall have a steel weight inserted into a sewn pocket at bottom of vane.
- 11. Options:
  - a. Cordless wand control
  - b. One way right stack (where applicable)
  - c. One way left stack (where applicable)
  - d. DesignLine – Round Valence

### PART 3 – EXECUTION

### 3.1 INSPECTION

- A. Window treatment subcontractor shall be responsible for inspection of site, field measurements, and approval of mounting surfaces and installation conditions.
- B. Subcontractor shall verify that site is free of conditions that interfere with blind installation and operation, and shall begin installation only when any unsatisfactory conditions have been rectified.

### 3.2 INSTALLATION

- A. Installation shall comply with manufacturer's specifications, standards, and procedures.
- B. Provide support brackets as per manufacturer's installation instructions.
- C. See installation instructions packaged with blinds for complete installation details.
- D. Provide adequate clearance to permit unencumbered operation of blind and hardware.
- E. Demonstrate blinds to be in uniform and smooth working order.

### 3.3 CLEANING

- A. Vacuum fabric vanes lightly with brush attachment on a regular basis. Stains may be spot cleaned by sponging gently with mild detergent or fabric cleaner. Ensure proper drying following cleaning by provide adequate ventilation.

### 3.4 SCHEDULE

Provide vertical blind assemblies at each of the spaces listed below, for the size of window shown, in quantities shown in parentheses.

- A. Room 102 RADIO ROOM
  - 1. (1) 3'W x 4'H (clear glass)
- B. Room 103 CHIEF'S OFFICE
  - 1. (4) 3'W x 4'H (clear glass)
- C. Room 104 OFFICERS OFFICE
  - 1. (1) 3'W x 4'H (clear glass)
- D. Room 106 TRAINING ROOM
  - 1. (4) 3'W x 1'6'H (clear glass)
- E. Room 110 KITCHEN

1. (1) 3'W x 4'H (clear glass)

D. Room 111 DAY ROOM

1. (2) 3'W x 4'H (clear glass)

E. Room 116 FITNESS

1. (1) 4'7"W x 4'H (sliding aluminum)

END OF SECTION

## **SECTION 123530**

### **COUNTERTOPS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes:
  - 1. Countertops

##### **1.2 SUBMITTALS**

- A. Shop Drawings
  - 1. Countertop Shop Drawings: Indicate sizes of units, hardware, mounting systems, all dimensions. Shop drawings shall include plan and all dimensions.
  - 2. Manufacturer's Information: Provide original printed product data, including finish options, typical construction details.
- B. Samples
  - 1. Plastic laminate for countertops.

##### **1.3 DELIVERY STORAGE AND HANDLING**

- A. Protect Countertops during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

#### **PART 2 - PRODUCTS**

##### **2.1 Countertop:**

- 1. Plastic laminate with quarter round edge

#### **PART 3 - EXECUTION**

##### **3.1 INSTALLATION**

- A. General:
  - 1. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacturing with respect to surfaces, sizes or patterns.
  - 2. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for

plumb and level countertops and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.

### 3.2 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually. Where not possible to repair properly, replace woodwork at no cost to Owner. Adjust joinery for uniform appearance.

1. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
2. Sand and fill finish carpentry work as necessary to receive final finishes.

END OF SECTION

## **SECTION 235010**

### **MECHANICAL GENERAL REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

1. The General, Supplementary, and Special Conditions, applicable portions of all divisions and the addenda thereto, are made a part of this Contract.
2. All work described in these specification shall be the responsibility of the mechanical contractor unless otherwise indicated.
3. It is the intent of these specifications to include all material, service and labor necessary to form a complete and properly operating whole.

##### **1.02 CONTRACT DRAWINGS**

1. Examine all drawings and specifications and visit the site to become acquainted with the construction and the extent of the work.
2. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
3. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both. When there is a discrepancy between drawings and specifications, the most stringent shall apply.
4. When any device or part of equipment is herein referred to in to singular number, such as "the pump" such reference shall be deemed to apply to as many such devices as required to complete the installation.
5. The term "provide" shall mean "furnish and install". Neither term will be used generally in these specifications, but will be assumed. The term "furnish" shall mean to obtain and deliver on the job for installation by other trades.

##### **1.03 CODES AND STANDARDS**

1. All work shall comply with all regulations and latest edition of applicable codes and be subject to inspection and approval of authorities having jurisdiction.
2. Where items indicated on contract documents differ from code requirements, contractor shall inform engineer prior to installation. Any construction installed by contractor that is not in compliance with applicable codes, shall be removed, modified, and/or replaced at no additional cost.

3. All equipment shall be labeled by an applicable approval agency.
4. Contractor shall give all notices, obtain and pay for all permits, deposits, and fees necessary.
5. Manufacturer's published data is made a part of these specifications.
6. Wherever a recognized national organization has published standards these shall be complied with (such as ASA Z 21.30 for gas piping).

#### 1.04 SCOPE OF WORK

1. It is the intent of these specifications to include all material, service and labor necessary to form a complete and properly operating whole system.

#### 1.05 PROGRESS

1. Prepare a work schedule, which when approved, shall establish the order in which work shall proceed and the dates when the various parts shall be installed or completed. Schedule shall be coordinated with all other trades.
2. See General Conditions

#### 1.06 SHOP DRAWINGS AND SUBMITTALS

1. Before proceeding with the work, submit to the Architect/Engineer, the required number of copies of shop drawings for the complete job. These shall include:
  - A. Manufacturer's details for all equipment.
  - B. Electrical Wiring
  - C. Piping and Ductwork (see 235860)
  - D. Location of Equipment
  - E. Sleeves and Chases
  - F. Start-up and Adjustment Schedule
  - G. Operating and Maintenance Instructions
  - H. ATC (see ATC section)
2. All shop drawings will be assumed to bear only minor field changes. Contractor is required to point out major changes and explain why they are requested. Failure to comply herewith negates the approval of shop drawings for such change.
3. Should this Contractor do any work before he has approved copies of shop drawings, he shall be required to remove, change, modify and/or replace such work to meet plans and/or specifications without additional compensation.
4. See "General Conditions".
5. Ductwork and piping shop drawings shall be prepared using Auto Cad latest edition of Auto Cad @ 1/4" scale (minimum).



## 1.07 EQUIPMENT DEVIATIONS

1. The material and products mentioned in these specifications are given to establish a standard of quality, design and performance. The phrases "equivalent", "acceptable", "or equal" and "equal to" shall be used to indicate that other similar products may be used and provided in accordance with "General Conditions", where applicable, such substitutes are accepted by the Architect as meeting all standards necessary to perform the function intended. Specific products listed with-out reference to equals or substitutions shall be provided as specified.
2. Where this Contractor proposes to use equipment other than that specified or detailed on drawings, which will require any changes of the structure, partitions, foundations, piping, wiring or any other part of the design documents, all design, engineering and any new drawings and detailing required by other contractors and/or professionals shall be paid by this Contractor at no additional cost to Owner.
3. Where such deviation requires a different quantity and/or arrangement of duct work, piping, electrical work, wiring conduit and/or equipment that would have been required for equipment specified or indicated on the drawings. This Contractor shall with the approval of the Engineer provide all material, equipment and labor required by the change at no additional cost to the Owner.
4. Where such approved deviation requires a change to the structure, electrical, plumbing or any other Contractor's or Sub-Contractor's work, or any change to the construction as indicated on the design documents. This Contractor shall pay for all costs incurred due to such deviations at no additional cost to the Owner.

## 1.08 REJECTED MATERIALS

1. Rejected materials shall be removed from the site within twenty-four (24) hours. Materials not so removed shall be subject to confiscation or destruction without compensation.

## 1.09 WORKMANSHIP

1. All work and the execution of same shall be completed in a first class, workmanlike manner and shall conform to the best mechanical practice, union policy (where applicable) and code.

## 1.10 WARRANTY

1. This Contractor shall warranty his entire job against defects in workmanship and materials for a period of one (1) year from the date of full and legal occupancy of space by owner. This warranty shall be binding regardless of manufacturer's guarantee and Contractor shall repair and/or replace all defective material regardless of cause (except of defects traceable to improper maintenance or malicious destruction occurring after the system has been turned over.)
2. If manufacturer offers extended warranties, these shall be extended to Owner at no additional cost. These shall include compressor five (5) year warranty for parts. Warranty shall also include restoration to its original condition of all adjacent work that

must be disturbed in fulfilling this guarantee. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.

3. Warranties furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
4. Provide as part of warranty, all belts and other normally replaceable items found defective at start up and/or for a period of 60 days operation equivalent run time. In addition, furnish to Owner a spare set of filters and belts for each piece of equipment indicating equipment numbers. Owner is responsible for normal belt and filter replacement after initial 60 day equipment run time breaking in period. This does not relieve contractor for replacement of damaged equipment, belts, etc. which are not a result of normal usage.
5. See "General Conditions", where applicable.

#### 1.11 AS-BUILT DRAWINGS

1. Furnish complete set of CAD (Computer Aided Drafting) in AutoCad 2000 or latest format showing work as actually installed before final payment. Discs of architectural floor plan and mechanical drawings will be made available at cost.
2. See "General Conditions", where applicable.

#### 1.12 FIRE RATING

1. All materials used anywhere in the work must have N.F.P.A. rating and be in accordance with ASTM-E-84 as follows:
  - A. Flame Spread - Not Over 25
  - B. Smoke Developed - Not Over 50
  - C. Fuel Contributed - Not Over 25
2. All materials shall be "Self Extinguishing".

#### 1.13 MANUFACTURER'S AND SUB-CONTRACTORS LIST

1. Before ordering any material or equipment, each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this Contract. List shall be prepared by reference to specifications.
2. The list, when approved, shall be supplementary to specifications, and no variations will be permitted except with the approval of the Engineer.

#### 1.14 EQUIPMENT SELECTION AND SERVICEABILITY

1. All equipment shall be located and installed so that it may be serviced. Demonstrate to Owner as part of instruction period that there is room to remove all coils, tube bundles, filters, motor and similar equipment. Equipment which is too large or poorly located to permit servicing shall be replaced or repositioned or modifications at no additional cost to the Owner.
2. Where piping, control diagrams and/or sequencing differ from the recommended piping arrangements of the equipment manufacturer, and will directly affect the equipment performance, the manufacturer's recommendations shall be submitted in writing to the Architect/Engineer for approval, prior to purchasing the equipment involved and piping arrangements, control, etc., as recommended by manufacturer may be used.. This Contractor shall be responsible for obtaining such recommendations from the manufacturers in order to effect correct and proper operation of the equipment at the capacities and temperatures indicated.

#### 1.15 EQUIPMENT FURNISHED BY OTHER TRADES

1. All equipment furnished and/or installed by other trades requiring connections and services by this Contractor shall have such services provided by this Contractor.
2. This Contractor shall verify exact requirements with approved shop drawings supplied by the Equipment Contractor and/or Supplier prior to construction.
3. This Contractor shall verify locations, sizes and requirements of all services to equipment, in field with the Equipment Contractor prior to construction.

#### 1.16 QUALITY ASSURANCE

1. Qualify welding processes and operators for structural steel according to AWS D1.1 "Structural Welding Code – Steel".
2. Quality welding process and operators for piping according to ASME "Boiler and Pressure Vessel Code", Section IX "Welding and Brazing Qualifications".
  - A. Comply with provisions of ASME B31 Series "Code for Pressure Piping".
  - B. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.
3. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
4. Equipment Selection – Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment must meet the design requirements and commissioning requirements.

## **PART 2 PRODUCTS**

### **2.01 ELECTRICAL EQUIPMENT**

1. This Contractor shall furnish all his equipment complete with motor, controllers, capacitors and starting equipment.
2. Electric motors shall be high efficiency (refer to table below for minimum efficiency), open, drip proof induction motors rated for continuous duty at 15% overload with 40°C. rise; single phase motor shall be capacitor start-induction run. Motors one-half and larger shall be polyphase, motors smaller than one-half horse power shall be single phase, unless otherwise noted (see Division 16). Starting equipment shall consist of magnetic across-the line starters equal to Furnas Bulletin 14, unless otherwise specified. Thermal overload type, motor rated manual switches shall be furnished for motors  $\frac{3}{4}$  HP and less which do not require magnetic starters for control purposes.

Premium high efficiency motors shall have efficiencies equal to or greater than listed below.

<u>SIZE/HP</u>	<u>1800 RPM ODP NEMA NOMINAL EFFICIENCY</u>	<u>1800 RPM TEFC NEMA NOMINAL EFFICIENCY</u>
1	85.5%	85.5%
1.5	86.5%	86.5%
2	86.5%	86.5%

3. Provide FPE/CDE Type 1C Power Factor correction capacitors size to increase full load power factor to 95%. Capacitors shall be fused, in NEMA enclosure, connected between safety switch and motor starter.
4. Where apparatus is specified as "Packaged", all electrical equipment shall be furnished, set and wired to a single point of connection for apparatus as a unit.
5. This Contractor shall set all electrical equipment furnished by him unless same is to be mounted on an electrical panelboard, junction box or similar piece of electrical equipment and is to be wired by others.
6. Where electrical characteristics are not shown, all electrical characteristics shall be as indicated on electrical plans. Where there is a conflict between Model Numbers which indicate electrical characteristics and electrical drawings, the electrical drawings shall take precedent.
7. This Contractor shall verify all electrical characteristics of all equipment with the Electrical Contractor. This Contractor shall submit to Electrical Contractor location of all motors, starters, all other electrical equipment, voltage and phase required prior to submission of this Contractor's and/or Electrical Contractor's shop drawings or start of construction. This Contractor shall submit to the electrical contractor all equipment requiring electrical services and obtain the review of the shop drawings for correct electrical characteristics for the electrical contractor prior to submission for review.

8. Should this Contractor change type of equipment which results in change to electrical characteristics, then this Contractor will be responsible to coordinate these changes with all other trades and pay for all costs required as a result of changes.
9. Should this Contractor change electrical characteristics of equipment from that shown on electrical drawings or does not submit shop drawings to the electrical contractor for his review, he is responsible for all cost required, resulting from such change or failure to submit shop drawings.

## 2.02 ELECTRICAL WIRING

1. This Contractor shall furnish and install all electric power wiring required for his contract, with the exception of certain wiring shown under Electrical Contract. This contractor shall furnish and install all control wiring required for his contract including power wiring to all ATC devices, panels, compressors, etc..

## **PART 3 EXECUTION**

### 3.01 METHOD OF PROCEDURE

1. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the systems.
2. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturers instructions and best trade practices. This Contractor shall erect all parts of equipment to be furnished by him under his contract in such time and in such a manner as not to delay or interfere with other Contractors work.
3. This Contractor shall lay out his work and be responsible for the establishment of heights, grades, etc., for all interior and exterior piping, equipment, conduit, duct work etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Architect, regardless of which equipment was installed first.
4. Each contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other Contractors, as each Contractor will be held financially responsible for all such damage caused by the lack of precaution and due to negligence on the part of his workmen.
5. Do not run pipe or conduit for Mechanical Systems in any concrete slab three inches (3") or less in thickness. Do not place any pipe or conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.

6. All piping, duct work, conduit and other mechanical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.
7. All items such as valves, dampers, equipment, controllers, starters, ATC panels, etc., that will be concealed in construction shall be installed and so arranged as to be fully accessible for adjustment, service and maintenance by use of access doors.
8. Where these devices are above suspended ceiling, colored indications mounted on ceiling (removable semi-permanent), i.e. thumb tacks, shall be used to indicate such devices. Color scheme and material used for this shall be submitted for review and be coordinated and approved by Owner.

### 3.02 CLEANING

1. Upon completion of the work, this Contractor shall remove all excess material, debris, tools and equipment from the site, and leave the premises in a broom clean condition.
2. Flush out all piping systems with proper solvents to insure removal of all foreign materials. Clean equipment, piping and other surfaces soiled by the work. Remove debris and rubbish on a daily basis.
3. Disposal of all materials shall be this Contractor's responsibility. All solvents and other chemicals, and materials used, shall be disposed of in strict accordance with all applicable environmental codes.

### 3.03 START-UP AND ADJUSTMENTS

1. After all testing is complete, start each system and make final adjustments for proper flow, pressure temperature and quietness of operation per balancing section of the specification.
2. Report shall show actual data as recorded. Variations are expected due both to "normal" variations in field readings and to settings deliberately made to achieve proper operating conditions rather than design guidelines. Correct operation and maintained conditions will be sufficient evidence of proper setting.
3. Equipment Start-up
  - A. Start up shall be provided by the equipment supplier for all equipment.
  - B. As part of this inspection and start up, the equipment manufacturer shall provide a complete checklist of all start up requirements for each piece of equipment. This checklist shall be provided to the Architect/Owner indicating that the equipment has been started up, adjusted, balanced, tested and installed in strict accordance with the equipment manufacturer's requirements and is functioning per specification. .
  - C. This written confirmation shall be the equipment manufacturer's standard checklist for start up. All start up, adjustments, replacement of equipment, rebalancing, installation, and any other modification to the equipment or system required to

provide the correct and/or specified performance shall be made at no additional cost to owner. Any of the above items needed shall be indicated as part of this start up.

- D. All equipment start up provided by the equipment manufacturer shall have written confirmation as specified above and shall be submitted to Owner/Architect prior to contractor submission of payment for substantial completion. Failure to provide start up reports will result in non-payment of billing for substantial completion.
- E. Where any modifications and/or reinstallation is required as specified above and result in additional work to any other contractors work, this work shall be the responsibility of the HVAC contractor and shall be done at no additional cost to Owner/Architect.
- F. Where start up is not completed in a timely manner and results in additional costs to other contractors, regardless of cause, these additional costs will be the responsibility of the HVAC contractor. These cost shall result in no additional cost to owner.
- G. The equipment manufacturer personnel who will do the start-up shall be a certified factory trained representative(s) whose primary function is starting up of equipment. Qualifications of the start-up representative shall be provided as part of the report or inspection.
- H. As part of start-up, the owner shall be provided operation and maintenance manuals.
- I. After start-up has been performed, the same factory trained representative shall be available for a period of classroom instruction to instruct the owner's personnel in the proper maintenance equipment.
- J. This Contractor shall supply the owner with the following literature as furnished by the manufacturer four (4) weeks prior to start-up and have equipment manufacturer available for any questions.
  - Three (3) complete sets of installation drawings.
  - Field wiring diagrams.
  - Installation instructions.
  - Start-up operation and maintenance instructions.
  - Log sheets for chiller supplied with all normal operating ranges indicated.
- K. It is the intent of these specifications that the factory start-up personnel have their expertise in the equipment that they are providing services. Where one manufacturer provides more than one type of equipment (i.e. chiller rooftops, etc.), then a factory trained representative for each different type of equipment shall provide start-up, inspection and/or report.
- L. Where start-up, either by contractor or equipment manufacturer, results in performance which is not in accordance with contract documents or manufacturers specifications, this contractor shall submit to engineer its discrepancies prior to commissioning of work. Any discrepancies shall be the responsibility of the HVAC contractor and be corrected by this Contractor at no additional cost to owner.

- M. All of the work in this section must be completed and accepted by the Owner/Architect as a condition of issuing a substantial complete letter.
4. Where start-up results in performance which is not in accordance with contract documents or manufacturers specifications, this contractor shall submit to engineer its discrepancies prior to commissioning of work. Any discrepancies shall be the responsibility of the HVAC contractor and be corrected by this Contractor at no additional cost to owner.
  5. Upon completion of initial testing and prior to final balance, this Contractor and his duct and ATC subcontractors shall perform a survey and testing of the entire system. The testing shall be done with the construction manager, if applicable or owner's representative.
- A. This Contractor shall perform, but not limited to, the following.
1. Each individual thermostat and/or sensor shall be tested for proper operation and setpoint. Adjustments shall be made to setpoints, calibration, repairs, and/or replacement of defective equipment.
  2. Each shutoff valve shall be tested and shall be set for its proper position and tagged per specifications.
  3. Each balancing valve shall be tested, adjusted, and setting marked and securely fastened and tagged per specifications.
  4. Each terminal device not having an electric motor, i.e. baseboard hot water coil, chilled water coil, etc., shall be tested to determine proper setting operation and balanced in accordance with balance specifications and results recorded in balance report.
  5. Each control device, valve, damper, and controller shall be tested, adjusted, repaired, and/or replaced if found defective. This shall include control transformers, wiring, electronic devices, and all equipment associated with the control device.
  6. Each packaged piece of equipment shall be tested at the factory, see Section 15010, Part 1.15 with the factory representative present as part of their start-up and shall be tested and operated up to its full capacity. All tests of packaged equipment shall be done before and after equipment has been integrated with the remainder of the system.
  7. Each fan shall be tested, adjusted, repaired, and/or replaced and final air balance performed per specification. Fan shall be tested before and after it has been installed and integrated into the remainder of the system.
  8. The entire automatic control system shall be tested. First, each component shall be tested to determine proper operation, calibration, performance and sequence prior to installation and/or integration into the remainder of the system. After the initial test, the equipment shall be installed and integrated into the system. After this is done, the entire system shall be tested and adjusted for proper sequence



of operation performance, function ability, and capacity of the entire system. Test shall be done by personnel at the workstation and each function of the DDC system tested in field by communication between tester and personnel at work station to confirm proper operation. This shall be for all points, controllers, sensors and alarms for each piece of equipment.

9. All equipment in need of repair and/or replacement shall not be installed until the necessary repairs have been made. In the event equipment is required to be installed for whatever reason, it shall be repaired and/or replaced by the HVAC contractor at no additional cost to Owner or interruption of service.
10. All piping shall be tested per specification. Include all valves and joints. Any leaks found shall be repaired.
11. All tests, adjustments, repair, and/or replacement of all the mechanical system shall be completed at least three (3) weeks prior to the scheduled date of substantial completion. No extension of time will be given for contractors failure to perform the above. No extra compensation will be permitted due to the "overtime" hours implied based on the requirements of this section.
12. Upon completion of all tests, this Contractor shall prepare a written report for submission to the engineer for his review. This report shall indicate the activity, time performed, results, initial balance points, final balance points, initial and final control settings, repair, and/or remedial work required and performed.
13. Each main piece of equipment (i.e. chillers, boilers, cooling towers, pumps, large packaged equipment 20 tons and above, custom equipment and engineered pieces of equipment) shall be factory tested and field tested before and after it has been integrated into system. All tests shall be per the manufacturer's requirements.
14. This Contractor shall schedule (submit schedule as part of shop drawing for review) all his work and testing, so that in the event there is replacement, repair, and/or adjustment to system and equipment, it may be completed so as not to delay substantial completion.

As a result of test, adjustments, and work necessary to perform the above, this Contractor shall, at his own expense, remove and replace any construction, either his or of other contractors. It is incumbent upon this Contractor to schedule the required work so as to not effect other trades or progression of other contractors' work.

### 3.05 OPERATING AND MAINTENANCE INSTRUCTIONS

1. This Contractor shall prepare complete sets of bound operating and maintenance instructions including valve chart framed under glass or laminated with clear plastic mounted on masonite board, indicating number, location and purpose of each valve. Two (2) charts and one (1) mylar copy shall be provided for each mechanical room or as designated. The instructions prepared shall be black on white and shall be complete

enough so that men generally familiar with the type of system will need no further data to properly perform the indicated procedures.

2. This Contractor shall furnish qualified personnel to instruct the Owner's people in the operation of the system and must request from the Owner, in writing, a date for such instruction to begin. Contractor's personnel shall remain until such instruction is complete to Owner's satisfaction. This Contractor shall receive from Owner written verification that the Owner's personnel have been thoroughly instructed in the operation, maintenance, and all facets of the system operation. The times given are a minimum and is not intended to limit performance of the instruction.
3. Contractor shall provide all services and materials needed to video tape all instructions periods and training sessions to include any off-site instructions. Provide to Owner two (2) complete copies of final edited and professionally formatted VHS tapes using 2-hour speed video tape.
4. Where instructions and operation for a particular system can not be properly done due to system not being able to be operated, i.e. chiller system or cooling system in winter. This contractor shall obtain from Owner time and date when this instruction will be performed and provide instructions at that time and date when system can be properly operated. This shall be done at no additional cost to Owner and final payment to contractor shall reflect this requirement.
5. This Contractor shall provide to engineer for approval report indicating the itinerary of this instruction complete with duration of instructions location, time, and all other pertinent data.
6. This Contractor shall have manufacturers representatives, as part of their start-up, provide instruction on each piece of equipment along with chart indicating identification system of unit. Where offsite instruction, due to complexity of systems, is required as determined by engineer of record, this shall be provided at no additional cost.
7. Manuals shall include all equipment, equipment parts lists, complete oiling, recommend spare parts, complete coiling, cleaning and servicing data compiled in a clearly indexed and easily understood form. The data shall indicate the serial numbers of each piece of equipment and provide complete lists of replacement parts, motor parts, ratings and actual loads.
8. Contractor shall provide name tags for each piece of equipment. Tags shall be brass and have stamped designation and be permanently mounted to equipment. Contractor is to determine with Owner the proper sequencing, numbering, and identification system and be approved by Owner to submission for review. Locate tags on a visible part of equipment. Where equipment is in a finished area, locate identification on inside panel. Handwritten or other types of non-permanent identification will not be permitted.
9. Provide operating instructions shall include wiring and control diagrams showing complete lay out of each system.
10. Any special emergency operating instructions and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system.

11. Provide a certified log of air quantities at all air supply, return and exhaust openings, ASME and State pressure vessel inspection forms, all motor data, including standard and actual operating in service data and copies of all manufacturer's equipment guarantees and warranties.
12. ASME and State pressure vessel inspection forms.
13. All motor data, including standard and actual operating in service data.
14. All manufacturer's equipment guarantees and warranties.
15. Provide a list of units, filter sizes, quantities and recommended changes.
16. Control system shall have separate instruction periods as indicated below:

On Site - 80 hours to consist of minimum 20 4-hour sessions or broken into segments as determined by owner.

Off Site - At control manufacturer's factory authorized school for two (2) people minimum 40 hours/person. Contractor to include cost for room and board, transportation, tuition and all applicable and reasonable expenses. School shall be the manufacturer's standard classroom course.

Training shall be for Owner's specific system or similar type system.

### 3.06 PAINTING AND FINISHING

1. All painting is to be done in accordance to Rust-Oleum Corporations printed instructions. All surfaces to receive two (2) coats of primer, exposed surfaces one (1) finished coat, color selected. Aluminum or galvanized metal surfaces are considered finished where concealed.
2. All surfaces to be carefully cleaned and/or pickled and filled as required to provide a proper uniform surface. Factory finished equipment shall be touched up or refinished where required.
3. Where equipment is provided as factory painted, and is located in mechanical rooms, roofs, exposed in space or otherwise not concealed behind finished surfaces, equipment shall be factory painted in accordance with manufacturers standard painting procedures. The color shall be selected by architect and a color chart shall be submitted for review.

### 3.07 CONSTRUCTION SAFETY

1. All work shall be done in accordance with the following Federal regulations:
  - A. Williams-Steiger Occupational Safety and Health Standards, Chapter XVII of Title 29, Codes of Federal Regulations.
2. Comply with local Health and Safety Regulations.

### 3.08 ENERGY CONSERVATION CODES

1. It is the intent of this specification that all equipment and materials furnished meet the latest enforced edition of the IBC Energy Code or such code as locally applicable, if more restrictive.

### 3.09 FLASHINGS

1. All piping passing through roofs shall be provided with Stoneman "Stormtite" seamless lead flashing (or equal).
2. All ducts penetrating roof shall be provided with curbs, flashing, counterflashing and flashing collar welded to duct. Coordinate exact requirements with Roofing Contractor or Roof Bonding Agent.

### 3.10 EQUIPMENT INSTALLATION

1. Rooftop equipment installed within 10' of edge of roof shall have a painted guard, provided by this Contractor, at edge of roof, top of guard to be minimum 42" above roof surface, constructed to prevent passage of 2" diameter sphere.
2. Equipment installed on a roof having a slope greater than three (3) units vertical to twelve (12) units or greater horizontally, and having an edge more than 30" above grade, shall have a level platform on each side of equipment to which access is required for service per manufacturers requirements. Platform shall not be less than 30" in any dimension and shall have guards as specified above.
3. Mounting, details, color, and arrangement of guard shall be submitted for review. Coordinate all details with all other contractors.
4. Equipment and/or duct mounted below 8'-0" in any occupied space shall have protective coverings of an approved flexible shock absorbing material such as foamed glass insulation specifically designed for that application.

### 3.11 SCHEDULE OF WORK AND COMPLETION DATES

1. The exact times and dates and schedules that the projects will be available for this Contractor to do work, shall be as indicated in General Conditions. Refer to general conditions for completion dates.

### 3.12 DELIVERY AND STORAGE OF EQUIPMENT

1. This Contractor shall store, take deliveries and install all equipment in accordance with
2. manufacturers requirements (see general conditions).

END OF SECTION  
235010.spc

## **SECTION 235110**

### **MECHANICAL BASIC MATERIALS AND METHODS**

#### **PART 1 GENERAL**

##### **1.01 MATERIALS AND EQUIPMENT**

1. All material and equipment used for this contract shall be unused and of the latest model or design available. Equipment shall be installed in strict accordance with manufacturer's recommendations and details. All equipment found not to be in accordance with specifications shall be removed and replaced at no additional cost to Owner. Where removal of equipment and/or work requires removal and replacement of work by other trades, this shall be the responsibility of this Contractor, who shall use the other contractors on site at no additional cost to Owner.
2. Materials not specifically described but indicated or incidentally required shall be acceptable to the Architect and/or Engineer. Submit shop drawings. Materials shall be delivered, stored and handled so as to preclude injury by weather, dirt or abrasion.
3. This Contractor shall use only specifically assigned areas for storage of materials and construction operation, unless other areas are authorized by the Owner. Such areas will be identified after the award of Contract by Owner. Comply with local municipal regulations regarding use of and parking on public streets.
4. This Contractor shall repair streets, drives, curbs, sidewalks and any existing surface where disturbed by construction operations and leave them in as good condition after completion of the work as before operations started.

##### **1.02 PROTECTION**

1. No pipe shall be left open any longer than is required to affix the next piece. If pipe ends are to be left for an extended period they shall be closed with approved plugs or caps.
2. All equipment shall be covered to protect it from damage; all damage is the responsibility of this Contractor.
3. Any pipe, equipment or construction in existing building shall be done in such a manner to prevent injury to building personnel. Particular care must be taken for any work which will be done during building's normal operation.

##### **1.03 SLEEVES**

1. All pipes passing through construction shall be fitted with flush sleeves of sufficient diameter to pass the insulation. Sleeves shall be 20 USG galvanized iron, except in masonry, where steel pipe sleeves shall be used. Sleeves in waterproof construction shall be steel pipe, waterproofed with modular mechanical synthetic rubber seals equal to "Link Seals" (Thunderline). In floors they shall extend an inch above the floor.

2. In fire divisions, sleeves shall be constructed of fire retardant material and shall be installed to maintain the fire integrity of the fire division.
3. All materials and construction methods shall be installed in accordance with the manufacturer recommendations and the requirements of the BOCA Code or any other applicable code.

## **PART 2 PRODUCTS**

### **2.01 CONDENSATE REMOVAL**

1. All condensate pipe shall be installed at a minimum of 3/4" dia. and a constant slope and uniform alignment.
2. All connections to units shall have traps and trap depth equal to operating static pressure of unit (i.e. unit with 2" static pressure , minimum depth of water in trap 2").
3. All condensate connections to units less than 15 tons shall be EZ Trap Series 100 cleanable condensate trap kits consisting of 3/4" dia. trap inlet cross and outlet tee with closure cap. Provide for each five (5) traps installed, one (1) brush (minimum 2 brushes).
4. Condensate pipe shall discharge to sanitary, storm or french drain per local codes and/or site conditions.
5. Condensate pipe from rooftop units shall not dump on roof, but shall extend to closest roof drain and/or gutter. Where roof drain and/or gutter is greater than 25' from unit discharge, condensate shall discharge to roof with splash block. Condensate discharging to roof shall be piped to a location where it will drain away from unit or low points on roof.
6. Where condensate pipe discharges to french drain, it shall be a pit minimum 24" dia. x 24" deep, completely filled with coarse gravel. The drain pipe shall extend into pit not less than 6" below grade. Pit shall be covered only after inspection by authorities having jurisdiction.

### **2.02 ACCESS PANELS**

1. Furnish and install access panels not smaller than 18 inches by 18 inches, for access to all concealed valves, automatic dampers, and equipment, accessories, etc.
2. Access panels shall be all steel construction with a No. 16 gauge wall or ceiling frame and a No. 16 gauge wall or ceiling frame and a No. 14 gauge panel door with not less than 1/8 inch insulation secured to inside of door.
3. Doors shall have concealed hinges and cylinder lock except doors for wall panels may be secured with suitable clips and countersunk screws.
4. Access panels shall be flush with finished wall or ceiling and shall be painted to match adjacent surfaces. Access panels behind finished surfaces shall have color coded

marking on finished surface to indicate location of doors and type of equipment.

5. Access panels in fire rated construction shall be fire rated.

## 2.03 HANGERS

1. All piping shall be supported by hangers, concrete inserts, and insulation saddles conforming to MSS-SP-58.
2. All hangers shall be installed in strict accordance with manufacturers requirements and good industry standards.
3. Where hangers, support pipe or equipment is exposed in finished spaces, any penetrations of finished surfaces by hanger or supports shall have escutcheons or device to cover opening. All hangers in finished areas shall be painted and done in a neat workmanlike manner. Where hangers or supports may cause injury or are below 8'-0", provide color coded foamed glass finished padding minimum 1½" thick. Padding to be installed so that there are no rough exposed edges. All padding to be installed with fastening devices, no tape allowed.
4. No hanger or supports shall penetrate pipe and/or duct insulation.

## 2.04 LINTELS

1. The General Contractor will furnish and install all lintels required for the installation and completion of all work of this Contractor, provided that the General Contractor is advised in advance of such requirements.
2. Failure to give proper notice and/or to comply with the above requires the this Contractor involved to be financially liable for all work and material necessary for the completion of work to install lintels. Submit shop drawings of all openings requiring lintels to general contractor.

## **PART 3 EXECUTION**

### 3.01 FOUNDATIONS

1. Foundations shall be provided by this Contractor for all equipment mounted on concrete floors and shall be of concrete construction not less than 6" high unless otherwise shown. Details of all foundations shall be submitted for approval.
2. Foundations or footings for structural steel supports shall be carried to a point not less than 12" below the underside of the floor slab, except where rock is encountered at less depth, then foundation may set on the rock. All foundations shall be built to templates and reinforced as required by the load to be imposed upon them.

### 3.06 STRUCTURAL STEEL

1. This Contractor shall furnish and install all structural steel, supports, braces, hangers, etc., required for his contract unless shown as being furnished and/or supplied by others.
2. Structural steel shall conform to "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the American Institute of Steel Construction, and where applicable, "Code for Welding Building Construction", of the American Welding Society.
3. All structural steel design for support of HVAC system shall be the responsibilities of this Contractor. The design shall be prepared by a Registered Professional Engineer licensed in the state where work is being performed, who's seal should be affixed to plans.

### 3.07 PLENUM AREAS

1. Any duct plenum area, ceiling or room plenum shall not contain any combustible material, and all wiring and/or piping shall be suitable and approved by local authorities for plenum installation.

END OF SECTION  
235110.spc



## **SECTION 235110**

### **MECHANICAL INSULATION**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

1. All surfaces throughout the work shall be insulated with fiberglass insulation as indicated in applicable section.
2. Removal, repair and/or replacement of existing insulation on all existing surfaces disturbed due to new work.

##### **1.02 SURFACE TEMPERATURE**

1. Where surface temperature can exceed 350° F. substitute calcium silicate insulation.

#### **PART 2 PRODUCTS**

##### **2.01 DUCT INSULATION**

1. All supply ducts in unconditioned spaces and all fresh air ductwork shall be insulated with 1½" thick high density fiberglass rigid board insulation UL labeled faced with aluminum foil covered, glass reinforced, flameproof, kraft paper.
2. All supply, return and fresh air ductwork in boiler rooms and attic spaces shall be insulated as above in 3" thickness.
3. Duct insulation and linings shall not glow, flame or smolder when tested at their rated temperatures in accordance with ASTM-C-411, test temperature 250° F. or greater.
4. Duct coverings shall not penetrate fire resistance rated enclosures nor partitions required to be fire rated. Duct insulation at rated enclosure shall have insulating material in accordance with applicable code.

##### **2.03 SUBSTITUTIONS**

1. Insulations other than fiberglass may be approved provided they are installed in thermally equivalent thickness and are fire resistant, vermin-proof and undamaged by soaking in water. Insulation other than fiberglass shall not be installed exposed in finished areas.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION OF DUCT INSULATION**

1. Insulation shall be pasted to the duct using "3M" EC-321 with joints butted and taped with "Scotch No. 47A Flame-Resistant Vinyl baked tape and dry dust free surface using nylon sealing tool. Tape to be used to seal joints only, NOT TO HOLD INSULATION TO DUCT.

2. In lieu of pasting insulation to duct it may be impaled on 12 gauge mechanical fasteners welded or glued on 12" to 18" centers with minimum of two (2) rows, per side-Seal protruding pin with mastic and secure with metal cap.
3. Duct coverings shall not penetrate fire resistance rated enclosures nor partitions required to be fire rated.
4. Insulation shall fit between seams and stiffeners. All joints tightly butted.
5. All duct located below 7'-0" in occupied spaces and all duct in mechanical rooms exposed to physical abuse shall have aluminum jacket .016" thickness with smooth finish with longitudinal joints and 2" laps. Provide foamed glass protective covering at all exposed joints. All duct exposed in finished areas shall be painted color selected. This Contractor shall prepare surface for painting including all pickling and/or galvaneling. Only rigid external or internal insulation on exposed duct shall be used.

END OF SECTION  
235180.SPC

## **SECTION 235190**

### **TESTING AND BALANCING**

#### **PART I GENERAL**

##### **1.01 SCOPE**

1. Provide all materials and miscellaneous items as required to perform all testing and balancing of all air and water systems.

##### **1.02 APPROVALS**

1. All work to be done in accordance with the following:
  - A. American National Standards Institute (ANSI): Specification for Sound Level Meters
  - B. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): ASHRAE Handbook of Fundamentals latest edition.
  - C. Associated Air Balance Council (AABC): AABC National Standard for Total System Balance
  - D. National Environmental Balancing Bureau (NEBB): Procedural Standards for Testing-Balancing Adjusting of Environmental System.

##### **1.03 TESTING AND BALANCING**

1. Upon completion of the installation and field testing, performance test and adjust all air, water, and/or steam system to provide the air volume and water flow quantities indicated and sound levels required. Accomplish all work in accordance with the agenda and procedures specified by AABC and standards of the NEBB. Correct air and water system performance deficiencies disclosed by the test before balancing the systems.

##### **1.04 AGENCY QUALIFICATIONS**

1. This Contractor shall obtain the services of a qualified testing organization to perform the testing and balancing work. Prior to commencing work the testing organization shall have been approved by the Architect/Engineer.
2. The criteria for determining qualifications shall be membership in the AABC, or certification by the NEBB, or the testing organization shall have submitted proof to satisfy the Architect/Engineer that the organization meets the technical standards for membership of the AABC.

##### **1.05 AGENDA**

1. Review plans and specifications prior to installation of any of the affected system. Submit a written report to the architect indicating any deficiencies in the system.

2. An agenda shall be submitted and approved by the architect prior to start of testing and balancing work. Include the following:
  - A. General description of each system with its associated equipment, and operation cycles.
  - B. A complete listing of all flow and air terminal measurements to be performed.
  - C. Proposed selection points for sound measurements.
  - D. Specific test procedures and parameters for determining specified quantities; e.g. flow drafts, sound levels, etc.
  - E. Samples of forms showing applications of procedures and calculations.

#### 1.06 PROCEDURES, GENERAL

1. Adjust systems and components thereof that perform as required by drawings and specifications.
2. Operating tests of heating and cooling coils, fans and other equipment shall be of not less than 4 hours duration after stabilized operating conditions have been established.
3. Method of application of instrumentation shall be in accordance with the approved agenda.
4. Instruments used for measurements shall be accurate. Calibrate each test instrument by an approved laboratory or by the manufacturer. The engineer has the right to request instrument recalibration, where accuracy of readings is questionable.
5. Comply with manufacturer's certified instructions.
6. Do not install permanently-installed equipment for the tests, e.g. gauges, thermometers, etc., until just prior to the tests to avoid damage and changes in calibration.

#### 1.07 BALANCE & BALANCE REPORT SCHEDULE

1. The HVAC contractor shall provide the balance report and submit to the architect/owner as a shop drawing, which shall be distributed and reviewed in accordance with the general conditions.
2. Any and all work required for balancing of the system shall be done prior to the HVAC contractor submission of Billing for Substantial Completion.
3. Balancing shall include initial and final balancing. All adjustments to the system to provide the required flows, pressure temperatures, etc., shall be completed. Where adjustments to the system are required to provide proper specified performance, this work shall be done at no additional cost to owner.

4. Where any modifications, adjustments, replacement of equipment, removal and replacement is required to provide proper system performance, this work shall be done by the HVAC contractor at no additional cost to owner.
5. Where any of the above required modifications, etc., results in the removal, replacement, repair, modification, and/or other work of other prime contractors or subcontractors, the cost of this additional work shall be the responsibility of the HVAC contractor and shall be completed at no additional cost to owner.
6. The final approved balance report shall be provided to the inspecting authority having jurisdiction prior to substantial completion and is a condition to receive the Certificate of Occupancy or Temporary Certificate of Occupancy.
7. It is the HVAC contractors responsibility to have the system completed and ready for balancing to meet the specified performance, construction and completion schedules per the General Conditions.
8. The requirements of this specification is applicable to all phased projects. For phasing, refer to General Conditions.

## **PART 2 EXECUTION**

### **2.01 AIR SYSTEMS GENERAL REQUIREMENTS**

1. All systems shall be balanced to provide air flow rates measured and adjusted to within 7.5% of the design rates. Provide a typed or computer generated balance report using standard AABC forms and industry accepted practices for presentation. Where conditions do not allow for system to achieve the specified values, is to be clearly indicated prior to submission of balance report as a separate professionally prepared industry standard form.
2. Review of Documents - It shall be the responsibility of this Contractor and balancing contractor to thoroughly review the design drawings prior to submission of shop drawings and indicate where there may be possible problems with accessibility to equipment to allow for proper balancing or where system design will not allow for proper balancing and provide written description of possible problems. The balancing contractor shall review pipe and sheetmetal shop drawings and shall provide written confirmation that this has been done. Coordinate with this Contractor for locations of all volume control devices. Where volume control devices are required for proper balancing of the system, they shall be provided by this Contractor at no additional cost to owner.
3. Air systems shall be balanced in a manner which shall first minimize throttling losses, then fan speed shall be adjusted to meet design flow conditions.
4. Variable Air Volume Distribution Systems - Where the distribution system utilizes a variable speed or variable air design, all main duct between the fan and controlling devices does not have to be balanced, except where automatic dampers with an air quantity are shown, these shall be set for proper air flow at maximum design conditions. All outlets downstream of the control device (VAV box) shall be balanced.

5. After completion to tests, adjustments and balancing under minimum fresh air conditions, set the system for 100% fresh air. Repeat the total CFM tests as specified above to check field versus design conditions. The results under 100% fresh air cycle shall agree with conditions found under "minimum fresh air operation" before the system is considered to be in balance. Adjustments of the proper dampers shall be made to achieve balance.
6. This Contractor shall include as part of his bid, cost to rebalance system after initial and final adjustments based on field conditions, owners' request or problem areas. For purposes of the bid, the contractor shall assume a maximum of 10% of all air devices to be rebalanced, to include rebalancing of the fans associated with the air devices.
7. This Contractor shall be certified by N.E.B.B. or A.A.B.C.
8. This Contractor shall notify Owner or his representative in a timely manner prior to balancing system so that if they elect, they may accompany balancing contractor.
9. The system shall be commissioned as specified and all balancing shall be done accordance with time schedule as specified above and in General Conditions.

## 2.02 AIR SYSTEM PROCEDURES

1. Adjust all air handling systems to provide the required design air quantity to, or through, each component.
2. Adjust equalizing devices to provide uniform velocity across the inlets.
3. Use flow adjusting (volume control) devices to balance air quantities only.
4. Balancing between runs (submains, branch mains, and branches): Use flow regulating devices at, or in, the divided - flow fitting.
5. Final Measurement of Air Quantity: Make final measurements of air quantity, after the air terminal has been adjusted to provide the optimum air patterns of diffusion.
6. Fan Adjustment: Total air system quantities, generally, shall be varied by adjustment of fan speeds.
7. Except as specifically indicated herein, make pitot tube traverses of each duct to measure air flow therein.
8. Pitot tube traverse may be omitted if the duct serves only a single room or space and its design volume is less than 2000 cfm.
9. Where duct's design velocity and air quantity are both less than 1000 (fpm/cfm), air quantity may be determined by measurements at terminals served.

10. Test holes, shall be in a straight duct, as far as possible downstream from elbows, bends, take-offs, and other turbulence generating devices.
11. Air Terminal balancing: Measurement of flow rates by means of velocity meters applied to individual terminals, shall be used only for balancing. Measurement of air quantities at each type of air terminal (inlet and outlet) shall be determined by the method approved for balancing agenda.
12. The volume dampers, splitters and deflectors shall be adjusted so that the air velocities and volume will be as specified.
13. A further balance shall be made on temperature basis to maintain uniformity throughout, if so directed.
14. With the fan supply set to handle normal minimum outdoor air, the balancing firm shall perform the following tests and compile the following information:

A. Air Handling Equipment:

1. Design Conditions:

- a. CFM Supply Air
- b. Static Pressure
- c. Motor H.P.
- d. Code Required Outside air CFM.
- e. Outside air CFM.
- f. Fan R.P.M.

2. Installed Equipment:

- a. Manufacturer
- b. Size/Model Number
- c. Motor HP, Voltage, Phase, Full Load Amperes

3. Field Test:

- a. Fan Speed
- b. No Load Operating Amperes
- c. Fan Motor Operating Amperes
- d. Calculated BHP

4. Test for Total Air:

- a. Size of discharge, return air, and outside air ducts.
- b. Number and locations of velocity readings taken and Static Pressure readings taken.
- c. Duct Average Velocity
- d. Total CFM.
- e. Outside air CFM.
- f. Return air CFM.

B. Individual Outlets (diffusers, registers and/or grilles):

1. Identify each outlet or inlet as to location area and fan system, outlet, manufacturer, and type, outlet size, free area, core area, or neck area, required FPM and test velocity and CFM and test results.

## 2.03 AIR DELIVERY AND NOISE

1. This Contractor shall guarantee that all equipment shall operate without objectionable noise or vibration; that all ductwork shall be free from pulsation or objectionable noises; that the volume of air specified will be delivered to all points of supply and exhaust.
2. After this system is in operation, should the ductwork be found to vibrate or chatter, this Contractor will be required to eliminate same.

## 2.04 AIR TIGHTNESS

1. All ductwork shall be air tight per SMACNA leakage standards. All transverse, joints longitudinal seams and duct wall penetrations shall be sealed in accordance with ASHRAE 90.1 1999 and have adhesive (3M EL-750). Pressure sensitive tape shall only be allowed for supply air duct with design pressures less than 2" W.C. in return air plenums.

## 2.05 SOUND TEST PROCEDURES

1. Tests to demonstrate compliances with sound requirements shall be made at each selection point included in the agenda.
2. Take sound level measurements at times when the building is unoccupied. Take measurements with all equipment secured. Measure sound levels at any point within a room not less than 6 feet from an air terminal or room unit, and not closer than 3 feet from any floor, wall, or ceiling surface.
3. Measure sound levels with a sound meter complying with the latest ANSI S1.4. Use the "A" scale to measure overall sound level. To determine the specified octave band levels, the above sound levels meter, set on "C" scale, shall be supplemented by an Octave Band Analyzer complying with ANSI S1.11.
4. Determine "equipment components" of room sound (noise) levels for each (of eight) octave bands as follows:
  - A. Measure room sound pressure level "LP " with equipment to be tested shut off.
  - B. Measure room sound pressure level "LP " with equipment to be tested turned on.



C. Calculate LP ; If this value is less than one, applicable test must be rerun with lower background level (LP) unless LP is within sound pressure level specified for equipment.

D. Determine "C" from table below:

LPt - LPb (db)	1	2	3	4-4.5	5- 5-1/2	6- 7-1/2	8-12	over 12
(db)	7	4	3		1.5	1	1/2	0

E. The "equipment component" of room sound level equals LPt-C.

## 2.06 AIR SYSTEM DATA

1. The certified report shall include for each air handling system the data as indicated in the applicable section of the specifications.

END OF SECTION  
235190.SPC

## SECTION 235920

### AUTOMATIC TEMPERATURE CONTROL

#### **PART 1 GENERAL**

##### 1.01 SCOPE

1. The work under this heading shall include the furnishing and installation of:

- A. A complete system of automatic electronic temperature control. All equipment necessary for the proper functioning of the work. Connections to all equipment requiring connections to the control medium whether furnished under this Section or not.
- and B. The system shall be installed by factory trained mechanics, trained in the installation calibration of the product.
- C. Connection to, modification of, removal and/or addition to existing system as required for new work.
- D. The system shall use the latest technologies available from the manufacturer in the implementation of electronic control for the HVAC system and its management.
- E. The systems shall be installed by factory trained technicians, regularly employed by the manufacturer and factory trained in the installation and calibration of the product.
- F. If system is not installed by employees of the control equipment manufacturer, then system shall be installed by an independent Contractor meeting the following qualifications:
  1. All ATC Contractors must be temperature control contractors in the business of installing electronic direct digital temperature controls for seven (7) years.
  2. All ATC Contractors must have installed and completed at least five (5) electronic temperature control system projects of similar size and design using the same equipment as specified.
  3. All ATC Contractors must have an office in a geographic area within 50 miles of the project.
  4. System shall be installed and serviced by technicians factory trained in the installation and calibration of the equipment.
  5. Provide system in accordance with specifications.
- F. This Contractor shall be responsible for all calibration, the proper operation and adjustment of all controls, dampers and appurtenances to provide required sequence of operations and protection against freeze-ups.

G. All equipment provided by this Contractor and required to be controlled, shall be capable of being controlled from this ATC system.

H. All training and instruction per Section 235010.

## 1.02 WARRANTY

1. Provide one (1) year service agreement, which is to begin upon acceptance of the system by the school(see General Conditions). At the expiration of the warranty period, provide a proposal for a service agreement; to include full coverage, parts and labor, plus emergency service for the new system for an additional one (1) year period.

## **PART 2 PRODUCTS**

### 2.01 GENERAL

1. Provide electronic control products in sizes and capacities indicated, consisting of valves, dampers, thermostats, clocks, sensors, controllers and other components for complete installation.

### 2.02 ELECTRONIC OPERATORS

1. Size electronic actuators to operate their appropriate dampers or valves with sufficient reserve power to provide smooth modulating action or two (2) position action as specified. All operators shall be fully modulating.
2. Provide unit outside air damper motors with adjustable minimum settings so that ventilation requirements may be adjusted for each space or room.
3. Provide spring return for outside air dampers.

### 2.03 DAMPERS

1. Modulating dampers shall be opposed blade type. Air handling unit outdoor, relief and return air dampers shall be parallel blade type arranged to combat stratification. Two (2) position dampers shall be parallel blade type. Damper frames shall be not less than 13 gauge galvanized steel. Damper blade shall not be over 8" in width and 48" in length.
2. Blade edges shall have inflatable seal edging rated for less than 10 CFM per square foot of damper area. Damper hardware shall be zinc plated, bearings shall be nylon, teflon, oilite or approved equal.
3. Damper operators shall be mounted outside of duct on device unless factory installed or internally mounted with access panels.
4. Damper operators shall be mounted outside of duct unless factory installed or internally mounted with access panels. All dampers on equipment exposed in finished spaces shall have internal mounted operators, increase duct size accordingly.
5. Damper end switches shall sense blade position and not controller output.

## 2.04 MOTORS

1. Damper motors shall have sufficient force to position dampers smoothly throughout the entire stroke and shall be so constructed that can be serviced without removal of the motor from its mounting bracket. Actuators and motors located outside of air stream.
2. Valve operators shall be designed for harmonious integration into automatic temperature control systems. Electrical operators shall be provided with positive positioning device when more than one operator is actuated by same device or with split range.

## 2.05 ROOM THERMOSTATS

1. Room thermostats shall have metal lock type covers and thermometers. Thermostats mounted on steel columns or exterior walls shall have insulated bases.
2. Mount all thermostats as required by ADA unless otherwise directed or required by code.
3. All thermostats used for heating - cooling shall be dead band zone type.
4. The exact location of sensors to be determined in field with Owner and be coordinated with the final furniture layout. As part of bid, Contractor to include sufficient wire to relocate thermostat 5' +/- from location shown.
5. Thermostats for packaged equipment shall be self contained 7-day electronic programmable type.
6. All thermostats shall be auto changeover with dead band.
7. As part of ATC shop drawings, submit thermostat locations. Locations shall be submitted to Owner or Owner=s representative and approved prior to submission to engineer for review.

## 2.07 CONTROL PANELS

1. Panels shall be fully enclosed with cylinder lock steel doors to prevent unauthorized tampering of adjustments. All operating control set point adjustments shall be located inside these panels with the exception of limit thermostats, changeover and room thermostats.
2. Mode type switches such as Summer-Winter, Heat-Cool, Day-Night and Occupied-unoccupied switches shall be installed flush on the panel doors, along with such indicating gauges needed for easy check of system operation.
3. Graphic displays shall be mounted under plastic on panel doors to schematically show the system being controlled. All devices installed on the surface of the panels shall be clearly labeled. See Section 15010 "Tags".

## 2.10 SMOKE DETECTORS & SMOKE DAMPERS

1. Provide a smoke detector in system greater than 2000 cfm installed in return upstream of filters. Systems that exhaust greater than 50% of the supply air shall have an additional smoke detector in exhaust duct.
2. Provide auxiliary contacts to activate the building fire alarm system. Provide contacts for connection by electrical contractor. Provide equipment that is completely compatible with existing and/or new building fire alarm system.
3. Upon activation, the smoke detectors shall shut down the air distribution system. Interlock smoke detectors with building's fire alarm system to activate a visible and audible alarm. Where there is not building fire alarm system, provide an alarm panel which shall sound an audible and visible signal upon activation of any smoke detector, and shall sound an additional visible and audible signal upon trouble. Panel shall be located per local authority requirements.

## **PART 3 EXECUTION**

### 3.01 ELECTRIC WIRING

1. All power and control wiring in connection with the temperature control system shall be furnished under this contract and shall be per N.E.C.
2. All electrical controls and switches shall be suitable either for 120 volts, 60 Hz or 24 VAC
3. For control circuits of 115 volts and above, all wire shall be rated for 600 volts and may be either single or multi-conductor cable.
4. For control circuits below 30 volts, all wire shall be rated for 300 volts and may be either single or multi-conductor cable.
5. All electrical sensing element wire shall be in accordance with manufacturers' recommendation with the proper number of conductor, equivalent to Beldon No. 8770 and installed in "EMT" conduit in mechanical room. This cable shall not be installed in the same conduit with any conductors for voltages of 115 or above.
6. Electrical work provided shall include, but not limited to:
  - A. Wiring from all control devices furnished to the respective equipment being controlled.
  - B. Furnishing and installation of all necessary conduit and wire.
  - C. Interlocking wiring between rooftop units, exhaust fans and radiation as specified in the sequence of operations, shown on the drawings or otherwise required.
  - D. Installation of smoke detectors and wiring to fan starter.
  - E. Wiring of flow switches, sequence relays, thermostats and permissive circuits to boilers.

7. Metal raceways shall be installed where pipe can not be installed in construction and shall be stamped one-piece metal minimum 18 gauge, factory painted color selected and secured to prevent vandalism.
8. In locations where wire cannot be installed above ceiling, wire shall be run in metal raceways.

### 3.02 INSTALLATION OF DAMPER MOTORS

1. All control damper motors shall be furnished by temperature control manufacturer and installed by this Contractor or manufacturer of equipment in whose work it is to be mounted, regardless of who furnished equipment.
2. Where damper motors are provided by equipment manufacturer, they shall be completely integrated with the ATC system. The contractor is responsible for all coordination of work not in accordance with above at no extra cost to Owner.

### 3.03 DRAWINGS AND LAYOUT

1. This Contractor shall provide diagrams of the automatic temperature control system, which shall show all control equipment, and the function of each item.
2. The following data/information shall be submitted in accordance with general conditions:
  - A. Complete sequence of operation.
  - B. Color coded control system CAD generated drawings including all pertinent data to provide a functional operating system.
  - C. Valve and damper schedules showing size, configuration, pressure losses, capacity and location of all equipment.
  - D. A description of the installation materials including conduit, wire flex, etc.

### 3.04 THERMOSTATS

1. Room thermostats shall be electronic. All thermostats in non-supervised areas shall have lockable metal covers. For sensors on exterior walls, provide insulation (minimum 2" thick R=8.0). Thermostats shall be located so that they will not be influenced by the mechanical system or heat producing equipment. Sensors installed not in accordance with above shall be relocated and construction repaired at no additional cost to Owner.
2. Mount all thermostats as required by ADA unless otherwise directed or required by code.
3. The exact location of thermostats to be determined in field with Owner and be coordinated with the final furniture layout. Submit location for review with shop drawings. As part of bid, Contractor to include sufficient wire to relocate sensor 5'  $\pm$  from location shown and where interference occurs, thermostats shall be relocated (after final installation) at no additional cost to Owner.

4. Where sensors are shown to be located behind grilles. Provide hinged access and mark location.

### 3.05 DAMPER AND CONTROL DEVICE LOCATION AND ACCESSIBILITY

1. All control equipment requiring service or adjustment located above suspended acoustical ceiling shall have their locations permanently marked on ceiling. Markings shall consist of a color scheme. The markings shall be permanently applied to surface with legend and location agreed to and provided to Owner. Provide in addition to chart, a permanently mounted graphic display as to locations of the devices.
2. All devices shall be located to be accessible and easily maintained and if found inaccessible, shall be relocated by this Contractor at no additional expense to Owner, regardless of the trades involved.
3. Where devices are behind general construction, provide access doors.

### 3.06 ECONOMIZERS

1. All economizers shall be dual enthalpy type.

### 3.07 CO<sub>2</sub> SENSORS

1. Provide CO<sub>2</sub> sensors in return air to modulate outside air dampers in all heating, ventilation and air conditioning systems.

END OF SECTION  
235920.spec

## **SECTION 260500**

### **GENERAL ELECTRICAL PROVISIONS**

#### **PART 1 - GENERAL**

##### **1.1 REFERENCE TO CONDITIONS OF THE CONTRACT**

- A. The Conditions of the Contract (General, Supplementary and other Conditions) and Division 1 - General Requirements, apply to the work specified in this Division. Unless the specifications contain statements which are more definitive or more restrictive than those contained in the Conditions of the Contract, the specifications shall not be interpreted as waiving or overruling any requirements expressed in the Conditions of the Contract.
- B. No claim or additional compensation shall be entertained on behalf of or paid on account of failure to be informed of the above conditions and requirements.
- C. Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he should at once notify the Architect who shall send written instructions to bidders. If these are ignored by the Contractor, he shall be responsible for furnishing the proper or workable equipment as necessary.
- D. Before submitting a bid, bidders shall be held responsible to have visited the site of work, attend the Pre-Bid Meeting, and fully inform themselves as to existing conditions and limitations, including rules, rates and fringe benefits, travel pay, affiliation fees and transportation expense prevailing in the local labor market, and no allowance shall subsequently be made on behalf of the bidder by reason of any error on his part.
- E. Carefully examine the architectural, structural, heating, ventilating and air conditioning, kitchen, and plumbing drawings and any other contract documents. If any discrepancies occur between the drawings or between the drawings and the specifications, report such discrepancies to the Architect in writing and obtain written instructions as to the manner in which to proceed. No departures from the contract drawings shall be made without prior written approval of the Architect and Owner.
- F. Obtain any additional reference drawings and/or information required for installation prior to installing equipment.

##### **1.2 WORK INCLUDED**

- A. Provide and install a complete and operating electrical installation in accordance with these specifications and accompanying contract drawings. This shall include required labor, material, apparatus and supervision.
- B. Without limiting or restricting the volume of work and solely for convenience, the work to be performed will, in general, comprise of the following:
  - 1. Power and/or lighting panels.
  - 2. Branch wiring.
  - 3. Temporary service lighting and power.
  - 4. Wiring of equipment furnished by others and final connections to same.
  - 5. Grounding



6. Lighting fixtures, lamps and controls.
  7. Fire alarm system.
  8. Installation of equipment supplied by the Owner.
- C. Items of labor, material, and equipment not specified in detail or shown on drawings, but incidental to or necessary for the complete installation and proper operation of the several branches of work and described herein, or reasonably implied in connection herewith, shall be furnished as if called for in detail by the specifications or drawings. This includes electrical work associated with mechanical and plumbing work whether indicated on electrical drawings or not.
- 1.3 WORK NOT INCLUDED
- A. The following items of Electrical Construction are not included in this contract:
1. Certain low voltage wiring of mechanical equipment shall be done by the respective Contractor.
  2. Certain motors and equipment, such as pumps, fans, etc., shall be provided by others, complete with motor and built-in or separate controllers as covered by such contracts. The extent of work required by this Contractor in connection with the provisions of this equipment is described hereinafter under "Electrical Powered Equipment."
  3. Motors connected to driven equipment shall be set by respective Contractor furnishing same.
  4. Certain line voltage electrical apparatus such as switches, starters, controllers, transformers, etc., furnished by others shall be delivered to the curb by the Contractor furnishing the equipment, unless specifically noted otherwise. Unload and transport to installation location.
  5. Electric heating equipment.

1.4 DEFINITIONS AND ABBREVIATIONS

A. Definitions

1. "Furnish" shall mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
2. "Install" shall be used to describe operations at project site including unloading, packing, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning, and similar operations, as applicable in each instance.
3. "Provide" shall mean furnish and install, complete and ready for intended use, as applicable in each instance.
4. "Directed" shall mean as directed by Owner prior to installation of equipment.
5. "Indicated" shall mean "indicated on Contract Drawings".
6. "Shown" shall mean "shown on Contract Drawings".
7. "Section" shall mean one of the Specification Sections.
8. "Division" shall mean one of the Specification Divisions.

9. "Article" shall mean one of the numbered paragraphs of the Specification Section.
10. "Work" or "Electrical Work" herein includes products, labor, equipment, tools, appliances, transportation and related items, directly or indirectly required to complete the specified and/or indicated electrical installation.
11. "Code" shall mean any and all regulations and requirements of regulatory bodies, public or private, having jurisdiction over the work involved.
12. "Product" used in Division 26 means material, equipment, machinery, and/or appliances directly or indirectly required to complete the specified and/or indicated Electrical Work.
13. "Standard Product" shall mean a manufactured product, illustrated and/or described in catalogs or brochures, which are in general distribution prior to the date of issue of construction documents for bidding. Products shall generally be identified by means of a specific catalog number and manufacturer's name.
14. "Wiring" shall mean fittings, conduits, wires, junction boxes, connections to equipment, splices, and other accessories required to complete the work.
15. Abbreviations and Symbols: See lists for both on drawings.
16. "This Contractor" shall mean the Contractor responsible for Division 16 work.
17. Contract Documents: drawings, specifications, bid forms, addendum, and change orders.
18. Whenever the phrases "approved by the Architect or Owner," "approved equivalent," or "equivalent to" appear in these specifications, they shall be interpreted as meaning "as recommended by the Architect and approved by the Authority."

B. Reference to the following codes and standards shall mean:

<u>Reference</u>	<u>Definition</u>
NEC	National Electrical Code Current Edition
ASTM	American Society for Testing Materials
NEMA	National Electrical Manufacturers Association
ANSI	American National Standards Institute
FS	Federal Specification, US Government
CS	Commercial Standards issued by US Department of Commerce
NESC	National Electrical Safety Code
NETA	National Electrical Testing Association
ADA	Americans with Disabilities Act

1.5 CODES, PERMITS, AND INSPECTIONS

- A. Electrical work, equipment, and materials furnished and installed under this contract shall conform to the requirements of the Power Company, the latest edition of the National Electrical Code, the National Fire Protection Association, and any other governmental or local authorities having jurisdiction. Pay any fees required for the installation of Division 26 work. Certificates of approval shall be obtained in duplicate from any department or agency issuing same, and shall be turned over to the Owner at the completion of the work.

- B. Provide any labor, materials, services, apparatus and drawings required to comply with applicable laws, ordinances, rules and regulations, whether or not shown on the drawings and/or specified.
- C. Obtain certificates of inspection and approval from authorities having jurisdiction and deliver same to Owner as a prerequisite for final acceptance of the work. Provide record copies of permit applications, permits and other items for which certification is indicated.

#### 1.6 SPECIAL ENGINEERING SERVICES

- A. In the instance of complex or specialized electrical systems such as fire alarm, or similar miscellaneous systems; the installation, final connections and testing of such systems shall be made under the direct supervision of competent authorized service engineers who shall be in the employ of the respective equipment manufacturer. Provide the Owner with copies of instruction manuals and booklets for each system and piece of equipment installed. Provide any additional instructions to the Owner over and above that listed above in the care, adjustment and operation of parts of the electrical systems.
- B. Pay any and all expenses incurred by these equipment manufacturers' representatives.

#### 1.7 SUBMITTALS

- A. Shop drawings, product data, and samples shall be submitted to the Architect for approval.
  - 1. Shop drawings shall be new drawings, and not reproductions or tracings of the Contract Documents. In preparing shop drawings, establish lines and levels for the work specified, and check the drawings to avoid interference with structural features and other work. Immediately call to the attention of the Engineer any interferences for clarification in writing.
  - 2. Manufacturer's literature and data sheets shall be submitted indicating the necessary installation dimensions, weights, materials, and performance information. Each piece of literature shall be identified with the specific specification number, paragraph, and equipment schedule identification.
  - 3. Layout and detail drawings shall be submitted in the form of a sepia reproducible and paper prints. Manufacturer's drawings shall be standard drawings. Equipment shop drawings shall show specific data and other special features required for review consideration.
  - 4. Equipment shop drawings (8-1/2 by 11 inch sheets) shall be bound together in sets, in loose leaf binders, and shall be indexed in accordance with Specification Section. Additional shop drawings may be submitted at a later date for insertion therein, and the original submittal shall note which shop drawings shall be submitted later. Marked-up catalogs are not acceptable, and shall be rejected.
  - 5. Materials and equipment shop drawings shall be submitted within 30 calendar days of Contract receipt.
  - 6. Manufacturers' instruction manuals shall be submitted together with shop drawings. Furnish instruction manuals and parts listed for each piece of electrical equipment, on 8-1/2 by 11 inch sheets, or catalogs, suitable for loose leaf side binding, packaged separately, and clearly identified. Instructions shall include information pertaining to installation, operation, and maintenance of

equipment as applicable. Each piece of literature shall be clearly identified with the specific job equipment identification. Literature shall be factory printed and not reproduced copies.

7. Any characteristic of any piece of equipment which deviates from the characteristics of the equipment specified shall be hi-lighted and circled in red.

B. Submit manufacturers' data, and/or shop drawings of the following:

1. Lighting and Power Panels and Cabinets
2. Wiring Devices
3. Lighting Fixtures
4. Distribution Equipment

1.8 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. After final tests and adjustments have been completed, furnish the services of qualified personnel to fully instruct representatives of the Owner in the operation and maintenance procedures for equipment installed. Operation and maintenance instructions for major items of equipment shall be directly supervised by the equipment manufacturer's representative. Supply qualified personnel to operate equipment for sufficient length of time as required to meet governing authorities' operation and performance tests and as required to assure that the Owner's representatives are properly qualified to take over operation and maintenance procedures.

1. Notify the Architect, the Owner's representatives and equipment manufacturers' representatives, by letter, as to the time and date of operating and maintenance instruction periods at least one week prior to conducting same.
2. Forward to the Architect the signatures of all present for the instruction periods.

- B. Furnish three (3) copies of recommended equipment operation and maintenance procedures manuals as specified herein, assembled and bound together in 8-1/2 by 11 inch three-ring binders. The ring binders shall be submitted to the Architect in accordance with procedures established for shop drawing submittals.

1. The operation and maintenance procedures manuals shall include the following:
  - a. Project Title
  - b. Architect's Name and Address
  - c. Date Submitted
  - d. Contractor's Name and Address
  - e. Index (in alphabetical order, with page numbers)
  - f. General Description of Each System
  - g. Parts List, identifying the various parts of equipment for repair and replacement purposes.
  - h. List of spares recommended for normal service requirements.
  - i. Operating instructions outlining step-by-step procedures required for system start-up and operation. The instructions shall include the manufacturer's name, model number, service manual, and brief description of each piece of equipment and its basic operating features.

- j. Maintenance instructions describing routine maintenance and lubrication procedures and schedules, and simplified diagrams which illustrate the systems as installed.
- k. Wiring and control diagrams for each piece of equipment, showing "as installed" conditions.

#### 1.9 SINGULAR NUMBER

- A. References made to any item in the singular number shall apply equally to as many identical items that the work may require.

#### 1.10 PROTECTION OF SERVICES

- A. Repair, replace and maintain in service any new or existing utilities, facilities or services (underground, overground, interior or exterior) damaged, broken or otherwise rendered inoperative during the course of construction. The method used in repairing, replacing or maintaining the services shall be approved by the Owner and Architect.

#### 1.11 PROTECTION OF FLOORS

- A. Protect existing flooring from damage during the construction period. Provide plywood or similar material under equipment or materials stored on floors, and in areas where construction may damage the floor surfaces. Replace floor surfaces (including sealer) damaged during the construction.

#### 1.12 TEMPORARY LIGHT AND POWER SERVICES

- A. Refer to the Division 1, General Requirements, of these specifications to determine responsibility for temporary lights, power, water and heat.
- B. The Electrical Contractor is responsible for all temporary power and lighting requirements throughout construction. The Electrical Contractor shall review all associated phasing plans and schedules and provide any and all equipment, either temporary or permanent, required to maintain or provide temporary power and lighting to all areas of this facility, throughout the construction process.

In addition to minimal temporary lighting and power needed for construction operations, areas that will be Owner-occupied throughout construction shall be provided with temporary power and lighting services that meet or exceed the existing services that currently serve these areas.

- C. The electrical documents indicate the final arrangement for the power/lighting/communication/ signal/data systems and do not reflect equipment, devices, etc., needed to provide the required temporary power and lighting services.
- D. At the completion of this project, all temporary lighting, temporary receptacles, and temporary wiring shall be removed in their entirety.

#### 1.13 SUBSTITUTIONS

- A. It is the intent of these specifications that wherever a manufacturer or product is specified, and the term "or approved equivalent" is used, the substituted item must conform in respects to the specified item. Consideration shall not be given to claims that the substituted item meets the performance requirements with lesser construction. Performance indicated in schedules, drawings and specifications shall be interpreted as minimum performance.

- B. Note that where specific manufacturers' products are indicated in the Contract Documents, the associated systems have been designed on the basis of that product's physical characteristics. Where specific manufacturers' products are indicated in the Contract Documents and other manufacturers' names are listed, the associated systems have been designed on the basis of the first-named manufacturer's product. When products other than those used as the basis of design are provided, pay additional costs related to modifications to the systems and/or structure required by the use of that product.
- C. Equipment of one type shall be the products of one manufacturer; similar items of the same classification shall be identical, including equipment, assemblies, parts and components.
- D. Materials furnished shall be determined safe by a nationally recognized testing organization, such as Underwriters' Laboratories, Inc., or Factory Mutual Engineering Corporation, and materials shall be labeled, certified or listed by such organizations.
- E. Where a specific manufacturer is specified and other manufacturers' names are listed as equivalent, the bid shall be based upon the specified or equivalent manufacturers only. Any substitutions from the specified or equivalent manufacturers shall be offered as a Bidder's Initiative.
- F. Final acceptance of substitutions shall be at the discretion of the Architect/Engineer.

#### 1.14 PERFORMANCE OF EQUIPMENT

- A. Materials, equipment and appurtenances of any kind, shown on the drawings, hereinafter specified or required for the completion of the work in accordance with the intent of these specifications, shall be completely satisfactory and acceptable in operation, performance and capacity. No approval either written or verbal of any drawings, descriptive data or samples or such material, equipment and/or appurtenance shall relieve the Contractor of his responsibility to turn over the same to the Owner in perfect working order at the completion of the work.
- B. Any material, equipment or appurtenances, the operation, capacity or performance of which does not comply with the drawings and/or specification requirements or which is damaged prior to acceptance by the Owner shall be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances or put in proper and acceptable working order, satisfactory to the Architect and Owner, without additional cost to the Owner.

#### 1.15 WEATHERPROOFING LOCATIONS (WP)

- A. Electrical apparatus, such as outlet boxes, switches, thermal switches or manual starters, disconnect switches, combination switches and starters, motor control centers, and motor starters shall be weatherproof gasketed type, NEMA Types 3 or 4 in the following instances:
  - 1. On surface of exterior face of building, including areas where not under canopies, cast boxes with threaded hubs must be used and under canopies steel boxes with gasket connections to devices.
  - 2. In any areas where specifically noted "WP" or required by the NEC or Electrical Regulations mentioned herein.
  - 3. Within air conditioning enclosures.
  - 4. In underground splice boxes.

5. On building roof.

#### 1.16 CLEANING, PROTECTING AND ADJUSTING

- A. Materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on-site in open or unprotected areas, equipment and material shall be kept off the ground by means of pallets or racks, and covered with tarpaulins.
- B. Equipment and material, if left unprotected and damaged, shall be repainted or otherwise refurbished at the discretion of the Owner. Equipment and material is subject to rejection and replacement if, in the opinion of the Architect or the manufacturer's engineering department, the equipment has deteriorated or been damaged to the extent that its immediate use or performance is questionable, or that its normal life expectancy has been curtailed.
- C. During the construction period, protect ductwork, raceways, conduit and equipment from damage and dirt. Properly cap ductwork and conduit.
- D. Vacuum cabinets, switch boards, distribution panels, lighting and power panels, etc., after completion of work.

#### 1.17 ACCESSIBILITY

- A. Coordinate to ensure the adequacy of the size of shafts and chases, and the adequacy of clearances in hung ceilings and other areas required for the proper installation of this work.
- B. Locate equipment which must be serviced, operated or maintained in fully accessible positions. Equipment requiring access shall include, but is not necessarily limited to, motors, junction boxes, fire dampers, controllers and switchgears.
- C. Provide, as required, the exact locations of access doors. Provide access doors in finished construction for installation by others. Locations of access doors in finished construction shall be submitted in sufficient time to be installed in the normal course of the work. Keep conduit and other electrical devices clear of access door openings to allow adequate space to work in or enter the concealed space.
- D. Access panels shall not be smaller than 12 inches by 16 inches and shall be all-steel construction with a No. 16 gauge wall or ceiling frame and a No. 14 gauge panel door with not less than 1/8 inch fireproofing secured to the inside of the door. Doors shall be provided with concealed hinges and be secured with suitable clips and countersunk screws. Outside of access panels shall finish flush with finished wall or ceiling surfaces. Covers shall be factory primed with two (2) coats of primer.

#### 1.18 GUARANTEE

- A. Guarantee material, equipment and workmanship for a period of one (1) year from date of final acceptance by Architect and Owner. Replace defective material and workmanship furnished and installed and other work and equipment damaged thereby.
- B. In addition to the one (1) year guarantee, furnish any warranties or guarantees that normally come with specific pieces of equipment that exceed the one (1) year guarantee. These additional warranties shall be given to the Owner for the time period specified.

#### 1.19 OWNER COORDINATION

- A. Coordinate any and all activities with the designated Owner's representative, which involves a tie to existing electrical systems or which, in any way, may interfere with or

interrupt existing electrical systems. Where there are scheduled ties or interruptions or where there is a reasonable chance of interruption, written notice must be obtained from the Owner prior to work commencing.

#### 1.20 COORDINATION

- A. Coordinate and furnish in writing to others, including the Architect, any information necessary to permit the work of all contractors to be installed satisfactorily and with the least possible interference or delay.
- B. Because of the complexity of the construction of this project, each Contractor shall participate in the preparation of coordination drawings. The procedure shall be supervised by the Construction Manager. No installation of permanent systems shall proceed until the coordination drawings are approved by the Construction Manager and the Architect. No extra charges shall be allowed for changes required to accommodate installation of system by other contractors.
- C. Coordination drawings shall be prepared for each floor level and shall be of a scale not less than 1/4 inch - 1 foot. Coordination drawings shall include equipment, lighting, conduit and raceway plans, and elevations with dimensions. Coordination drawings shall also include required access points through ceiling panels, access doors, cover plates, etc.
- D. Devices and appurtenances which are to be installed in finished areas shall be coordinated with the Architect for final approval as it relates to location, finish, materials, color, and texture.
- E. When work is installed without proper coordination, changes to this work deemed necessary by the Architect shall be made to correct conditions without any extra cost to the Owner.

#### 1.21 PRE-BID SITE VISIT

- A. Bidders shall visit the site and become completely familiar with existing conditions prior to submitting their bid. No extra charges shall be allowed as a result of existing conditions.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND WORKMANSHIP

- A. Equipment shall be so built and installed as to deliver its full rated capacity at the efficiency for which it was designed. Equipment shall meet the detailed requirements indicated, and shall be suitable for the installation shown.
- B. Where two or more units of the same class of equipment are furnished in same Section of Specifications, provide each from the same manufacturer. Furnish equipment and materials new and free from defects of size, make, type and quality herein specified, or as reviewed. Work shall be installed in a neat and workmanlike manner.
- C. Capacities, dimensions, or sizes specified or indicated are minimum, unless otherwise stated. Tolerances used in rating or testing standards specified shall not be allowed in determining capacities of equipment.
- D. Materials shall be listed by the Underwriters' Laboratories, Inc. where applicable and shall be manufactured in accordance with applicable standards established by ANSI, NEMA, ASTM, and IEEE.



- E. Any products judged not in accordance with the Specifications either before or after installation shall be rejected.
- F. Where products are specified with no reference to a particular manufacturer's product, the product used shall meet or exceed industry construction and testing procedure standards applicable to the product, for life expectancy, performance and safety.
- G. Where electrical products are a fabricated assembly, the fabricator shall assume responsibility for correct operation of the entire assembly and of its individual components.
- H. Tools: Provide special tools for proper operation and maintenance of the equipment.

## 2.2 IDENTIFICATION

- A. Switchgear, panels, relays, terminal control cabinets, junction boxes, contactors, circuit breakers, safety switches, motor starters, and similar items shall be identified with a single plastic nameplate made up of two laminated black plastic sheets bonded with a middle sheet of white plastic and characters engraved in one black sheet to the depth of the white plastic. Nameplate shall read as follows:
  - 1. First line shall be 1/2 inch letters stating panel/equipment name.
  - 2. Second line (if applicable) shall be 1/4 inch letters stating the existing panel name in parentheses ( ).
  - 3. Third line shall be 1/4 inch letters stating voltage/phase.
  - 4. Fourth line shall be 1/4 inch letters stating breaker number, panel number, and room name/room number (Owner's room number) from which it is fed.
  - 5. Fifth line shall be 1/4 inch letters stating function and/or equipment which it controls.
- B. A typewritten list of nameplates shall be submitted to the Owner and the Architect for approval before ordering same.
- C. Label receptacle plates with identification showing panel and breaker number from which it is fed. Labels shall be made using the Dymo Posiprinter System.
- D. Label junction boxes and pull boxes, showing circuit numbers contained in the enclosure. Use an approved marking device.
- E. Label wire with an identification tag showing panel and breaker number from which it is fed at splices, junctions, and terminations as explained in this specification.
- F. Label fire alarm device bases with identification showing device address number assigned by fire alarm system manufacturer. Labels shall be made using the Dymo Posiprinter system.

## 2.3 ANCHOR BOLTS

- A. Provide and set in place, at the time of pouring of concrete foundations, necessary anchor bolts as required for the equipment called for under these specifications. Anchor bolts shall be of the hook type, of proper size and length to suit the equipment. Anchor bolts shall be set in pipe sleeves of approximately twice the bolt diameter and one half the embedded length of the bolt. Assume full responsibility for proper emplacement of the bolts.

## 2.4 INSERTS

- A. Provide inserts of an approved metallic type for hangers. Where two or more parallel conduits are installed, continuous inserts may be used. Where required to distribute the load on the inserts, a piece of reinforcing steel of sufficient length shall be passed through the insert.

## 2.5 SLEEVES

- A. Provide sleeves in all roofs, floors, and any fire-rated walls. Each sleeve shall extend through its respective floor, wall or partition and shall be cut flush with each surface unless otherwise required.
- B. Sleeves in bearing and masonry walls, floors and partitions shall be standard weight steel pipe finished with smooth edges. For other than masonry partitions, through suspended ceilings, and for concealed vertical piping, sleeves shall be No. 22 USG galvanized iron.
- C. Sleeves shall be properly installed and securely cemented in place.
- D. Floor sleeves shall extend 1 inch above the finished floor, unless otherwise noted. Space between floor sleeves and passing conduit shall be caulked with graphite packing and waterproof caulking compound.
- E. Where conduits pass through waterproofed floor or walls, design of sleeves shall be such that waterproofing can be flashed into and around the sleeves.
- F. Where conduits pass through roofs, sleeves shall be installed and flashed and made watertight by the General Contractor unless otherwise specified or shown on the drawings.
- G. Sleeves through exterior walls below grade shall have the space between conduit and sleeve caulked watertight using an approved method.

## 2.6 FIREPROOFING

- A. Where sleeves or other penetrations pierce floors or walls having specific fire ratings, the space between the sleeve and passing conduit shall be fireproofed using 3M Series 7900 Penetration Fire Stop putty. Where a cable tray passes through fire-rated walls, use seal bags as manufactured by International Protection Coatings Company. Installation method shall be per manufacturer's recommendations and approved by the Architect/Engineer.

## 2.7 WIRE GAUGE

- A. The sizes of conductors and thickness of metals shown on the drawings or mentioned herein shall be understood to be American Wire Gauge.

## 2.8 MISCELLANEOUS METAL AND STRUCTURAL STEEL

- A. Scope of Work: Furnish labor, materials, equipment and services necessary for the installation of miscellaneous metal and structural steel work required to complete this contract. Erect structural steel required for the proper support of equipment required under this contract.
- B. Supports, brackets, and clamps and other items specified herein shall be installed in strict accordance with the best practices and recognized code.
- C. Materials: Structural steel members required under this part shall conform to ASTM Standard Specification A-7. Other materials shall be as specified hereinafter.

- D. Priming: steel and iron work shall be primed with Rust-Oleum 769 or approved equivalent. Before priming, metal shall be thoroughly cleaned free from scale, rust and dirt.
- E. Anchors: Provide anchors, bolts, screws, dowels and connecting members, and do cutting and fitting necessary to secure the work to adjoining construction. Build in connecting members to masonry, concrete and structural steel as the work progresses.
- F. Supports and Brackets: shall be neatly constructed to structural shapes to adequately support the equipment intended. Supports must be approved prior to installation. Attention is directed to the proper rigid support required for conduit. Field conditions shall regulate the type of support required.

#### 2.9 VIBRATION ISOLATION MOUNTS

- A. Provide vibration isolation mounts for all substations, power centers, transformers, etc. All vibration isolation mounts shall be Amber-Booth spring type applicable for the size and weight of the equipment.

#### 2.10 GRADING, FERTILIZING, AND SEEDING

- A. Provide labor, materials, equipment, and services required to strip and store topsoil, replace topsoil, and rough and finish grade and fertilize and seed areas disturbed beyond the work area of the General Contract. Topsoil must be stored where directed on the site.

#### 2.11 BITUMINOUS PAVING

- A. Provide labor, materials, equipment, and services necessary to repair pavements disturbed under the Contract.
- B. Materials, methods, and workmanship shall conform with the requirements of the PA Department of Highways, as published in its specifications Form 408, as amended to date.
- C. All patching of existing areas shall match existing materials.

#### 2.12 MOTORS

- A. Motors shall be built in accordance with the latest standards of NEMA and as specified. Motors shall be tested in accordance with ASA C50 and conform thereto with respect to insulation resistance and dielectric strength.
- B. Each motor shall be provided with conduit terminal box and adequate starting and protective equipment as specified or required. The capacity shall be sufficient to operate associated driven devices under conditions of operation and load and without overload, and shall be at least the horsepower indicated or specified. Each motor type shall be for quiet operation.
- C. Motor starting equipment must be selected so that starting currents or transients do not have an adverse effect on lighting or other electrical equipment. No open transition wye-delta starting of motors shall be permitted.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Provide information to the General Contractor for any chases or openings required under this Contract. No cutting shall be done which may affect the building structurally or architecturally without the prior approval of the Architect. Damaged construction

shall be restored to its original conditions and finished to match the surrounding work. Refer to "Supplementary General Conditions" for the disposition of Cutting and Patching.

- B. Grades, elevations, and dimensions shown on the drawings are approximately correct; however, field check and otherwise verify such data at the site before proceeding with the work. Make necessary survey equipment available at all times and make use of such equipment wherever necessary to properly install equipment.
- C. The Contractor shall be entirely responsible for apparatus, equipment, and appurtenances furnished by him or his subcontractors in connection with the work and special care shall be taken to protect parts thereof in such manner as may be necessary or as may be directed. Protection shall include covers, crating, sheds or other means to prevent dirt, grit, plaster or other foreign substances from entering the working parts of machinery or equipment. Special care shall be taken to keep open ends of pipes closed while in storage and during installation. Where equipment must be stored outside the building, it shall be totally covered and secured with heavy weatherproofing tarps and kept dry at all times. Where equipment has been subjected to moisture, it shall be removed from the site and replaced with new equipment. Protect open excavating until covered over.
- D. Due to the schematic nature and small scale of the electrical drawings, it is not possible to indicate exact locations, offsets, fittings, access panels, pull boxes, and miscellaneous parts which may be required to form a complete system. The drawings are generally indicative of the work to be installed. Arrange work accordingly furnishing necessary parts and equipment as may be required to meet the various conditions and to provide a complete circuit from end use device to circuit protective device in panel.
- E. The Contractor shall include in his bid price, the cost to furnish and install twelve (12) additional 20 amp circuits For each panel shown on the drawings. Each circuit shall include up to eight (8) receptacles along with circuit breakers, conductors, ground, and conduits.
- F. Within thirty (30) days after acceptance of bids, submit to the Architect for approval, a complete list of equipment and materials to be furnished under this contract, giving names and addresses of manufacturers and material they intend to furnish. This source of supply shall be listed on forms available from the Architect.

### 3.2 CLEARANCES

- A. Take caution when on routing conduit and location of equipment. In many cases, clearances in ceiling plenums is limited due to ductwork and other mechanical lines and systems and steel. The Contractor shall be responsible for routing around mechanical equipment and ducts in order that everything can remain concealed in finished areas.

### 3.3 CUTTING AND PATCHING

- A. Provide cutting and patching necessary to install the work specified herein. Patching shall match adjacent surfaces. Refer to Section 01045, Cutting and Patching, for specific direction.
- B. No structural members shall be cut without prior approval of the Architect, and such cutting shall be done in a manner directed by the Architect.
- C. Provide ceiling removal and replacement where work above ceilings is required. Replace ceiling components damaged in the process.

- D. Provide patching where electrical devices are removed from walls, ceilings or floors as required under demolition.

#### 3.4 PAINTING

- A. Finished painting shall be performed by others except for standard factory finishes.
- B. Electrical motors, pump casings, and other similar items shall be provided with three coats of machinery enamel at the factory, and shall be carefully cleaned, rubbed down, and oiled after installation.

#### 3.5 LOCATIONS

- A. Apply for detailed and specific information regarding the location of equipment as the final location may differ from that indicated on the drawings. Outlets, equipment or wiring improperly placed because of failure to obtain this information shall be relocated and re-installed without additional expense to the Owner. Determine the actual direction of door swings, so that local switches and other controls shall be installed at the lockside of doors, unless otherwise noted. Improperly located switches shall be relocated without additional expense to the Owner.
- B. The design shall be subject to such revisions as may be necessary to overcome building obstructions. No changes shall be made in location of outlets or equipment without written consent of the Architect and Owner.
- C. Unless otherwise mentioned or indicated, mounting heights of outlets are shown on the drawings or in the specification. Dimensions given shall be considered to be from center of outlet to finished floor.
- D. Coordinate the exact location and elevation of all electrical devices and fixtures with the architectural interior elevation plan and reflective ceiling plan prior to installation.
- E. Properly rough for the electrical conduit and equipment under this contract and modify as required for coordination during the construction period.

#### 3.6 DUST, DIRT AND NOISE

- A. Carry out new work and make changes, relocations, and installations with a minimum of noise. Site areas and new equipment, floors and walls, shall be adequately protected from dust and dirt caused by the work. Protection shall include suitable temporary barriers or coverings. The exterior and interior premises of each building shall be kept clean as possible during construction. Damages to surfaces or equipment as a result of negligence shall be replaced or corrected as required.

#### 3.7 RECORD DRAWINGS

- A. During the construction period, maintain in good order a complete set of blue line electrical contract drawings. Record the actual electrical installation as the work progresses. Include changes to the contract and to equipment sizes and types. Keep these drawings available at the site at all times for inspection.
- B. Take proper caution against the use of superseded drawings. Check such copies and mark "void." Where drawings have been corrected by memorandum, assume the responsibility for marking all drawings so affected with the changes; such marked drawings shall remain in use until revised drawings are issued.
- C. At the conclusion of the work, obtain a set of sepias from the Architect. Incorporate "as built" data in a clearly legible manner. Return such marked prints or sepias within 30 days to the Architect.

- D. At the conclusion of the work, provide to the Architect a complete set of drawings which indicate precisely how the electrical single line and riser diagram equipment has been installed. Return such reproducible drawings within 30 days to the Architect.

### 3.8 EQUIPMENT, FOUNDATIONS, SUPPORTS, PIERS AND ATTACHMENTS

- A. Provide necessary foundations, supports, pads, bases and piers required for equipment specified in this division; submit drawings in accordance with Shop Drawing Submittal requirements prior to the purchase, fabrication or construction of same.
- B. Provide concrete pads for base-mounted transformers and rotating equipment, and for floor-mounted equipment located in equipment rooms and as indicated on the drawings. Pads shall be extended 6 inches beyond matching base in all directions with top edge chamfered. Inset 6 inch steel dowel rods into floors to anchor pads.
- C. Construction of foundations, supports, pads, bases and piers, where mounted on the floor, shall be of the same materials and same quality of finish as the adjacent and surrounding floor material.
- D. Equipment shall be securely attached to the building structure in an approved manner. Attachments shall be of a strong and durable nature and any attachments that are, in the opinion of the Architect, not strong and durable shall be replaced as directed.

### 3.9 SCAFFOLDING

- A. Furnish and erect scaffolding and ladders required in the installation of wiring, equipment and fixtures.

### 3.10 ENVIRONMENTAL AIR PLENUMS

- A. In spaces over hung ceiling which are used for environmental air handling purposes as defined by Article 300.22C of the National Electric Code, power data and communications cable must be in conduit or of the type cable rated for air plenum use. Cable type and/or raceway is generally indicated on the electrical drawings and specifications although the Contractor shall be responsible to clearly define ceiling space used for environmental air purposes.

END OF SECTION

## **SECTION 260519**

### **WIRES AND CABLE**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. Provide wires and cables in accordance with the Contract Documents.
- B. This section includes cable requirements for systems below 600 volt insulation.
- C. Conductors shall be soft drawn copper having conductivity not less than 98 percent.
- D. No aluminum conductors or lugs or splicing devices shall be permitted.
- E. All wiring and cables shall be installed in raceway unless otherwise noted.

#### **PART 2 - PRODUCTS**

##### **2.1 600 VOLT WIRE**

- A. Insulation and conductor types shall be as follows:
  - 1. Conductors shall have a 600 volt insulation 90°C heat resistant type THHN.
  - 2. All wire shall be stranded, unless otherwise noted.
- B. Manufacturers:
  - 1. Cablec Continental Cable Company
  - 2. Pirelli Cable Corporation
  - 3. Southwire Corporation
  - 4. The Okonite Company

##### **2.2 TYPE MC CONDUCTOR CABLE**

- A. Conductors connecting receptacle and switch circuits in partitions to lighting and power grid boxes in finished areas only, in accordance with the NEC, may be 3-, 4-, or 5-wire, Type MC, consisting of #12 AWG copper THHN insulated phase conductors and one full size green insulated conductor, where acceptable to the authority having jurisdiction. Ground conductor shall be terminated to grounding system as required by NEC and authority having jurisdiction. All conductors shall be stranded, unless otherwise noted, and shall be enclosed in the flexible steel armored cover.
- B. Manufacturers:
  - 1. AFC/A Nortek Company
  - 2. Rome Cable Company
- C. Permitted Uses
  - 1. From building wiring junction box to each light fixture in lengths not to exceed 6 feet.
  - 2. Branch circuit wiring to room electrical devices.

##### **2.3 PLENUM CONDUCTOR CABLE**

- A. Plenum conductor cable may be used for NEC Class 2 or 3 wiring if conductor cable is UL listed in accordance with UL 910 and UL 1820 and is installed in accordance with the NEC and is acceptable to the Authority having jurisdiction. Insulation types, UL listing, and written acceptance by the local authority shall be submitted for review.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Provide circuit wiring complete as shown on the drawings, and as hereinafter specified or required. The minimum size of wire for branch circuits shall be No. 12, except 120 volt circuits over 100 feet in length shall be No. 10; 120 volt circuits over 150 feet in length shall be No. 8. Wiring shall be increased in size if so demanded by wattage of load.
- B. 600 volt wiring shall be color coded. Consistent phase identification of wires from service feeders to branch circuit wires shall be maintained as follows:
  - 1. 120/208 volts - Normal - Phase A .....Black
  - 2. 120/208 volts - Normal - Phase B .....Red
  - 3. 120/208 volts - Normal - Phase C .....Blue
  - 4. 120/208 volts - Neutral.....White
  - 5. 120/208 volt - Ground Wire .....Green
- C. Fire alarm wiring color coding shall be per manufacturer's recommendation or as directed by the Owner to match existing.
- D. Do not pull wires into raceways until raceways are permanently in place and termination points are not subject to damage.
- E. Do not use uninsulated wire conductors.
- F. Provide excess free conductor end length at termination points, adequate to make up splices and terminations, permitting neatly training conductors, and in any case not less than:
  - 1. No. 14 through 10 AWG - 6 inches
  - 2. No. 8 or 6 AWG - 10 inches
  - 3. Larger than No. 6 AWG - 18 inches
- G. Support vertical cables as required by Code. Use lock type cable support bushings having internal wedges and retaining collars. Locate support points in readily accessible pull boxes sized to code requirements.
- H. Circuit wiring in cabinets, panels, pull boxes, etc., shall be tied and held with Thomas & Betts Nylon Self-Locking Ty-Raps, or approved equal.
- I. Equip large pull, junction or terminal boxes with suitable racks to support, arrange, and retain wire and cable in an orderly manner.
- J. Equip conductors smaller than No. 4 AWG, in wireways, gutters, pull boxes, terminations, etc., with Thomas & Betts E-Z-code wire markers. Designate panel and circuit number on each individual marker.



- K. Equip conductors No. 4 AWG or larger size, and feeder conductors with metal, fibre or fireproof linen tags or with wrap around markers. Designate panel circuit number on each individual marker. In addition, designate use of each set of conductors on a common tag or on each individual conductor marker. Tagging shall include panel source and feeder size of equipment supply.
- L. Where the single pole work is used on branch circuits, circuit wiring may be grouped in accordance with the NEC. The drawings are schematic and diagrammatic and indicate the general method of installing circuit wiring and the outlets which are to be supplied.
- M. Lighting and convenience outlet circuiting are indicated on the drawings separately as single pole work for clarity; however, grouping circuits in accordance with the NEC and connecting to circuit boxes at any convenience point as required by the NEC, providing a minimum of 20 percent spare future capacity in each raceway, is permitted.
- N. The minimum sizes of wire on an installation shall be as follows:
  - Lighting and Power Circuits ..... 12 AWG
  - Signal Circuits - with common or individual leads ..... 14 AWG
  - Remote Control Leads.....As recommended by  
manufacturer
  - Low Voltage Light Control, Intercom, .....Twisted Pair, Non-Shielded or  
Nurse Call, and Fire Alarm Systems.....Shielded as shown on drawings  
or recommended by  
manufacturer
  - Fixtures ..... 14 AWG Min. and as required by  
Underwriters Laboratories
- O. Install in each empty interior conduit, one nylon measuring fish line for the future installation of wire and cable.
- P. Great care shall be exercised in pulling wires into the conduits so as not to injure the insulation. Only UL approved lubricants shall be used to assist in the pulling in of wires with an outer covering or braid.
- Q. Where switch boxes are used as the termination of the "home runs" in addition to the switch legs, not less than a two-gang box shall be used, in order to provide ample room for wiring.
- R. Branch lighting circuits feeding exterior yard lights and parking lot lights shall be direct burial cable type UF moisture resistant with 600 volt insulation. Where drawings indicate use of conduit, the cable feeding these lights shall be pulled in rigid steel conduit and shall utilize standard type THHN wire. This conduit shall not require a concrete envelope, however, it shall have each joint sealed watertight with a suitable mastic and sealing compound. Install the cable feeding exterior in PVC conduit with a concrete envelope as described elsewhere in the specifications in "Underground Raceways."
- S. The size and general location of the various feeders are shown on the drawings; however, determine the exact location and routing of feeders at the site.
- T. Communications, sound and other low voltage wiring shall be of size and insulation recommended by the manufacturer of the equipment being served.

- U. In every pull or splice box and all other places where wires and cables may not be readily identified by nameplate on the equipment to which they connect, each circuit shall be identified with a permanent identification tag securely fastened to the conductors. Conductors of a feeder or branch circuit shall be laced together prior to tagging. Identification tags shall have the number of conductors, gauge and circuit identification stamped thereon in 1/4 inch high letters. Tags shall be made of a non-metallic material and shall be approved before installation.
- V. Where Type MC conductor cable is used, provide proper support from building structure or install in "power" section of cable tray.
- W. Each 120 volt designated circuit shall have its own individual full size neutral and insulated equipment ground throughout the circuit.

END OF SECTION

## **SECTION 260529**

### **HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. Provide products to suspend, attach, support and otherwise retain in location, electrical work.
  - 1. The specified requirements herein include support and hardware information of a general nature. Where additional requirements are stated elsewhere in the specification related to specific products and conditions, such additional requirements shall supersede these general specifications.
- B. Approvals: Obtain approval before cutting, drilling, or welding to, structural members. Where cutting, drilling, or welding is permitted, this work, as required for product support, is a part of product installation electrical work.
- C. Welding: Use certified welders for welded installation. Steel in weld area shall be cleaned before and after welding operations, and refinished after welding.
  - 1. Do not weld raceway pipe straps to structure.
- D. Use electrically driven MG set for welding. No solid state welders shall be permitted.

#### **PART 2 - PRODUCTS**

##### **2.1 MATERIALS**

- A. Use expansion shield anchors or toggle bolts of the following manufacturers.
  - 1. Phillips Drill Company, Inc. "Red Head Self Drilling"
  - 2. Rawl Products Company "Saber Tooth"
  - 3. McCulloch Industries "Kwik Bolt"

#### **PART 3 - EXECUTION**

##### **3.1 INSTALLATION**

- A. Provide common support trapezes for parallel raceways.
- B. Use manufactured preformed U-Channel system having accessory connecting and clamping devices available where parallel raceways are to be supported. Load channel system not to exceed manufacturer's recommendation.
- C. Fabricate supports for transformers, panel boards, cable tray, lighting fixtures, cabinets, pull and junction loads, and similar electrical products from preformed U-Channel systems. Load channel system not to exceed manufacturer's recommendations.
- D. Use preformed U-Channel concrete inserts preset into forms to secure hangers suspended from slabs.
- E. Use concrete expansion shield anchors or preformed U-Channel cast-in-place concrete inserts for attaching electrical products to concrete walls.

- F. Support loads from stud anchors or concrete inserts at not to exceed manufacturer's live loading recommendations.
- G. Do not use powder-charge driven fasteners.
- H. Do not drill holes or install driven fasteners in concrete at less than 12 inches from prestressed steel.
- I. Do not use nylon or similar concrete inserts without prior approval, except for supporting 1 inch or smaller individual runs of conduit or tubing.
- J. Use toggle bolts to attach supports for electrical products to hollow masonry walls. Do not attach products weighing more than 50 pounds to hollow masonry walls, without prior approval.
- K. Use toggle bolts in hollow tile.

END OF SECTION

## SECTION 262726

### WIRING DEVICES

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This section covers power-related devices such as receptacles, switches, and plug strips.
- B. Devices listed in this section may or may not be used on this project. Specifications for devices not included in the Contract Documents are included in case they are needed during construction phase.

##### 1.2 LOCATION OF DEVICES

- A. The approximate schematic location of devices is given on the drawings. The exact location shall be determined at the building as the work progresses. Refer to Architectural plans for any special details, elevations, and reflective ceiling plan. Verify door swings at job site. In no case shall switches be located behind door swings. Any switch so located shall be changed. Field verify equipment locations and adjust device and outlet locations to avoid inaccessibility. Relocate inaccessible outlets.
- B. Unless otherwise indicated, or otherwise decided at the site, outlet boxes in walls shall be located with centerline at elevation above the finished floor as shown on table.

Fire Alarm Strobe Light .....	6 feet 8 inches
Fire Alarm Pull Stations.....	3 feet 6 inches (to activation handle)
.....	3 feet 8 inches (to top of device)
Fire Alarm Horn.....	8 feet or 6 inches below ceiling in
	low-ceiling (wall mounted) areas
Wall Switch Outlets .....	4 feet
Convenience Outlets.....	1 foot 6 inches
Counter Outlets.....	8 inches above countertop

- C. The Architect and the Owner reserve the right to change the location of any outlet, before it has been installed.

##### 1.3 DESCRIPTION

- A. Wiring Device Requirements
  - 1. Use the products of a single manufacturer for each type of wiring device.
  - 2. Use the products of a single manufacturer of all device plates. Obtain prior approval for any variations from this requirement, except that plate variations are allowed for the following devices:
    - a. Where the selected plate manufacturer does not manufacture a suitable finish plate.
    - b. For clock receptacles.
    - c. For heavy-duty receptacles rated at more than 30 amperes.
    - d. Where the raceway system enclosure employs a non-standard finish plate.

- e. Where non-standard plates are specified or indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Representative general purpose wiring devices and device plates as listed herein are intended to indicate type, function, and quality of the products. Provide the products specified.

### 2.2 SWITCHES

- A. General

- 1. Switches mounted vertically shall have the "ON" position at the top and horizontal-mounted switches shall have the "ON" position at the left.
- 2. Tumbler switches shall be the AC heavy-duty, specification grade, 120/277 volts, flush toggle type switch rated at 20 amperes, Underwriters' approved and meeting NEMA Standard WD-1 1965 and Federal Specifications W-S-896d (Type III). The operating mechanism shall be totally enclosed in a high-heat, non-inflammable, non-hygroscopic molded compound case with terminal screws located on the side of the switch. Operating handles shall be made of high heat phenolic compound. Switches shall have wide plaster ears.

- B. Manufacturers

- 1. Single pole toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1221-I, Pass & Seymour Catalog No. 20AC1-W, or Bryant Catalog No. 4621-I.
- 2. Three-way toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1223-I, Pass & Seymour Catalog No. 20AC3-W, or equal of Bryant.
- 3. Four-way toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1224-I, Pass & Seymour Catalog No. 20AC4-W, or equal of Bryant.
- 4. Double pole toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1222-I, Pass & Seymour Catalog No. 20AC2-W, or equal of Bryant.
- 5. Single pole key lock switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1221-L, Pass & Seymour Catalog No. 20AC1-L, or equal of Bryant.

- C. Miscellaneous Switch Appurtenances

- 1. Weatherproof cover - Hubbell 1795
- 2. Locking cover - Hubbell 96061

### 2.3 CONVENIENCE RECEPTACLES

- A. Receptacles shall be specification grade receptacles in all locations.
- B. Receptacles for convenience outlets shall be duplex self-aligning grounding type rated for 20 amperes at 125 volts. Contacts shall be made of heavy spring copper or bronze so designed as to securely grip both sides of each receptacle blade and shall be enclosed in high heat, non-inflammable, non-hygroscopic molded compound case, provided with wide plaster ears. Each terminal shall be provided with two (2) binding screws located on the side of the receptacle.

C. Manufacturer(s)

1. Duplex receptacle, 20 ampere, 125 volts, 2 pole, 3 wire grounding type, NEMA 5-20R; Hubbell Catalog No. 5362-I, Pass & Seymour Catalog No. 5362-AW, or Bryant Catalog No. 5362-I.
2. Emergency duplex receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R, and connected to the normal/emergency system; Hubbell Catalog No. 5362-R, Pass & Seymour Catalog No. 5362-ARED with smooth finish red cover plate. The cover plate shall have the word "emergency" engraved at the top with white filled lettering.
3. Ground fault interrupter type duplex receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R; Hubbell Catalog No. GF-5362-I, Pass & Seymour Catalog No. 2091 W.
4. Single receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R ("EWC" denotes electric water cooler--coordinate mounting height with the equipment supplier.); Hubbell Catalog No. 5361-I, Pass & Seymour Catalog No. 5361-I.

D. Appurtenances

1. Weatherproof covers - use Hubbell WP26 or WPSF26, Pass & Seymour Catalog No. WPH8 or Bryant Catalog No. 4510D for GFI-WP locations; or Hubbell 5205WO or 5206WO, Pass & Seymour Catalog No. WPH26 for non-GFI-WP locations.

2.4 COVER PLATES

- A. Unless otherwise specified, switch, receptacles, special purpose outlets, telephone, and other outlet plates shall be Bureau of Standards No. 302-18.8 brushed or satin stainless steel with beveled edges so as to lie flat against the wall. Where more than one (1) switch occurs at one point, gang plates shall be used.
- B. Zinc-coated plates may be used in unfinished spaces.
- C. Plates shall be set true and plumb and shall fit tight against finished wall surfaces and outlet boxes.
- D. Manufacturers: Hubbell 97000 Series, Pass & Seymour SL1 Series, or Bryan 5600 Series.
- E. Narrow jamb switch to have Leviton 1794 plate.

2.5 WALL SWITCH SENSORS

A. General

1. Wall switch sensors shall be installed as shown on the drawings to control light fixtures in toilet rooms, corridors, mechanical rooms, electrical rooms, etc., that are less than 1200 square feet in size.

B. Manufacturers

1. Wall switch sensors shall have a field adjustable time delay from one (1) to twenty (20) minutes, cover a maximum of 1200 square feet, have a 180 degree field of view, have a three (3) position override switch (off-auto-on) and have a LED system test.

2. Wall switch sensors, 20 ampere, 120/277 volt 1500 watt, shall be Bryant Catalog No. MSFL1200I.

## 2.6 CEILING MOUNT SENSORS AND LOW VOLTAGE CONTROL PACKS

### A. General

1. Ceiling mount sensors and low voltage control packs shall be installed as shown on the drawings to control light fixtures in corridors, mechanical rooms, electrical rooms, stairways, etc., that are larger than 1200 square feet in size.

### B. Manufacturers

1. Ceiling mount sensors shall cover 600 square feet of area and shall be Bryant Catalog No. MSCM-600.
2. Low voltage control panels shall be rated at 20 ampere, 120/277 volt and shall be Bryant Catalog No. CP120-277.

## 2.7 OCCUPANCY SENSORS

### A. Provide occupancy sensor devices in accordance with Contract Documents.

### B. Wall Mounted Switch / Occupancy Sensor

1. Switch shall fit in standard wallbox and be gangable with other units. Unit shall have manual on/off pushbutton light switching which shall operate at any time.
2. Passive infrared occupancy sensor devices shall have a 180° field of view with a maximum coverage of 2100 square feet. The maximum sensing distance in front of the sensor is 40 feet and at each side is 30 feet.
3. Sensor shall have self-adjusting delayed-off time interval for real-time occupancy patterns.

### C. Ceiling Mounted Occupancy Sensor

1. Sensor shall be all-digital with passive infrared technology designed for ceiling mounting.
2. Sensor shall have 360° pattern sensing with coverage area of 530 square feet.
3. Sensor shall have self-adjusting delayed-off time interval for real-time occupancy patterns. Manual time adjustment shall be 20 seconds -15 minutes with ambient override ON.
4. Input voltage shall be 120 volts AC and shall have a load rating of 1000 watts.

### D. Manufacturers:

1. Wall Mounted: Leviton #ODS15-ID or equivalent.
2. Ceiling mounted: Leviton #ODC0S-I1W or equivalent

## 2.8 GFI PROTECTED RECEPTACLES

### A. Receptacles shall be GFI protected via GFI receptacle or GFI breaker in the following locations:

1. Where shown on the drawings.
2. In toilet and bathrooms.
3. Exterior receptacles within 15 feet of ground level or on roof.



- B. Receptacles installed above any counter within 6 feet of sink.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Devices shall be flush mounted unless otherwise noted. Properly align and plumb devices and plates. Plates shall fit flat against wall and tight against device surface without strain on plate.
- B. Code sized (#12 minimum) bonding jumper shall connect grounded outlet box to receptacle grounding terminal on flush-mounted units.
- C. Where receptacles are indicated as split-wired and half of the receptacle is on a wall switch, the top receptacle shall be switched and bottom shall be on normal power.
- D. Circuits to wiring devices feeding data processing equipment shall have a dedicated neutral for each 120 volt circuit. No common neutrals for data processing equipment shall be permitted.
- E. Mount occupancy sensors according to manufacturer's recommendations.
- F. Switches mounted vertically shall have the "ON" position at the top and all horizontal-mounted switches shall have the "ON" position at the left.
- G. Where receptacles are mounted in the vertical position, the ground terminal shall be on the top, and where receptacles are mounted in the horizontal position, the ground terminal shall be on the left.

END OF SECTION

## **SECTION 265100**

### **LIGHTING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. Provide a complete complement of luminaires and required appurtenances including lamps, mounting hardware, and accessory wiring.
- B. Fixture manufacturer and numbers as specified on the Fixture Schedule, have been taken from the catalogs of fixture manufacturers. Fixture numbers and descriptions are intended to denote a standard of quality and type. Fixtures of other manufacturers that meet or exceed the photometric data of specified fixtures may be used provided a complete comparable schedule is submitted to and approved by the Architect in accordance with the Instructions to Bidders and Supplementary Conditions. Fixture types shown on the Schedule are keyed to the fixture type letters shown on the drawings adjacent to the light fixture.
- C. Fixture manufacturers and catalog numbers on the fixture schedule have been selected with respect to their photometric output, design construction, and applicability. Approved equal manufacturers' fixtures must meet or exceed the above referenced standards as determined by the Architect/Engineer. Any deviation from these or other pertinent standards shall result in rejection of the lighting fixture package.

#### **PART 2 - PRODUCTS**

##### **2.1 LIGHTING FIXTURES**

- A. All fixtures are to be new LED type with high efficiency drivers as schedule on plans.
- B. All fixtures located within any single room shall be provided with the same lamp color. Mixed lamp colors will not be acceptable.
- C. Acrylic diffusers shall be 100% virgin acrylic .125 inch thick minimum. Furnish certificate from the lighting fixture manufacturer certifying same.
- D. Fixtures shall be furnished complete with suitable pendants, canopies, cover, ceiling roundels, opening flanges, hangers, plaster rings or frames if recessed, and necessary rubber cords, chains.
- E. Integral outlet boxes factory mounted on recessed fixtures are preferred, but not specifically required.
- F. Finish: metal parts of fixtures shall be painted. Interior reflective surfaces shall be of baked on white enamel unless fixture specified is normally furnished with another finish type.

### 3.1 GENERAL

- A. Every lighting outlet shall have a lighting fixture unless otherwise directed. In instances where a specific type of fixture has not been assigned to an outlet, provide a complete fixture of the type and wattage designated for outlets of similar function and/or type as directed by the Architect at no additional cost to the Owner.
- B. At completion of work, lighting equipment shall be dusted and washed and left in condition ready to use.

### 3.2 FIXTURES

- A. Verify with the room finish schedule as to the type of surface construction. Order the proper fixture with hardware for installation in or on the specified surface. Recessed fixtures in plaster ceilings shall include a plaster frame and a matte white trim finish.
- B. Properly size the openings for recessed fixtures and provide all-wood or metal frames properly set in place and anchored.
- C. Fixtures shall be installed at mounting heights as shown on the drawings or indicated in the specifications. Coordinate mounting heights of wall-mounted fixtures with the Architect.
- D. Unless otherwise directed, pendant fixtures within the same room or area shall be installed plumb and at a uniform height from the finished floor. Adjustment of height shall be made during installation. Make arrangements to meet mounting heights.
- E. Fixtures mounted on outlet boxes shall be rigidly secured to a fixture stud in the outlet box. Hickies or extension pieces shall be installed where required to facilitate proper installation. Surface mounted incandescent fixtures shall have the base slotted where required to receive the "T" bar tile and fit snug against ceiling.
- F. Flush mounted recessed fixtures shall be installed so as to completely eliminate light leakage between the frame and the finished surface. Fixture housing, frame or canopy shall provide a suitable cover for the fixture outlet box. Where sloping ceilings occur, recessed fixtures shall be of a type designed for the application and shall be mounted to provide proper lighting.
- G. Fixtures and/or fixture outlet boxes shall be provided with hangers to adequately support the complete weight of the fixture. Design of hangers and method of fastening other than shown on the drawing or specified shall be submitted to the Architect for approval.
- H. Suspended ceiling construction alone shall not satisfactorily support luminare, provide and install appropriate and adequate auxiliary steel supports. Supporting methods shall be as directed by the Architect/Engineer. Auxiliary supports shall be rigidly attached to substantial building construction. Additional wires shall be provided so that supports shall not deflect more than 1/360 of the span with twice the fixture weight. Provide "scissor clips" on the "T" bar construction for installation of surface mounted fluorescent fixtures.
- I. Furnish necessary additional auxiliary supporting steel for fixtures not mounted on building framework, and where necessary to span the ceiling channels of hung ceiling construction.

- J. In areas where other means are inadequate, fixtures shall be installed on "Kindorf" System as manufactured by Steel City Company, or equivalent of B-Line. This system shall be suspended from the structural steel members and shall have vibration resistant assembly connections. Rods used for suspension shall be galvanized and surface raceway suspension shall have corrosion resistant paint.
- K. In mounting troffers mount fixtures with lamps oriented in the same direction.
- L. Primary supports for all light fixtures shall be from building structure (separate from ceiling system).
- M. Use Type MC cable in length not to exceed 6 feet from building wiring junction box to each light fixture.
- N. Direct wiring between light fixtures shall not be permitted.

END OF SECTION