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PROJECT #20.35

PROJECT MANUAL

FOR

CHETCO PUBLIC LIBRARY INTERIOR RENOVATIONS

BROOKINGS, OREGON

FOR

CHETCO COMMUNITY LIBRARY DISTRICT



MARCH 2021

**SECTION 00-0101
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR:

**CHETCO COMMUNITY PUBLIC LIBRARY
INTERIOR RENOVATIONS**

405 ALDER STREET, BROOKINGS, OREGON

**MARCH 2021
PROJECT #20.35**

PREPARED BY:

HGE ARCHITECTS, INC.

**333 SOUTH 4TH STREET
COOS BAY, OREGON 97420
(541) 269-1166**

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ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for **Chetco Community Public Library Interior Renovations** project, will be received by the Chetco Community Library District until the bid closing time of **2:00 P.M., Tuesday, April 6, 2021**. Bids are to be submitted to the Chetco Community Public Library, Attn: Julie Retherford, Library Director, 405 Alder Street, Brookings, Oregon. Due to COVID-19, bids shall also be received ELECTRONICALLY by email to: bids@chetcolibrary.org subject: BID for Chetco Community Public Library Interior Renovations. Refer to Instructions to Bidders within the Contract Documents. The actual **bid opening** shall be conducted by **Chetco Community Library District** following the bid closing time at 2:15 P.M. at which time the bids will be publicly opened and read aloud via remote conference call. Call-in information for bid opening is as follows:

Topic: Chetco Community Library Bid Opening

Time: April 6, 2021 02:15 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86767225481?pwd=eHA5Ynh6NGFtNE9KNdPd3kycU1UQT09>

Meeting ID: 867 6722 5481

Passcode: 152484

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)

Work on this Contract includes interior renovations to the main library area including the lobby in the Chetco Community Public Library building. The impacted area is approximately 14,600 square feet of the existing 16,500 square foot building. Work includes: Selective demolition, minor rough framing, full height glazed partitions, doors, carpet, paint, mechanical (duct work reconfigure), electrical and lighting upgrades. Coordination of work with a separate furnishings upgrade contract is also required. The project is for a Public Work subject to ORS 279C.800 to 279C.870." (OAR 137-049-0210(2)(d)(G))

Contract Documents for this work, including Instructions to Bidders and Bid Form, may be examined at the Office of the Architect, HGE Architects, Inc., 333 South 4th Street, Coos Bay, Oregon, phone: 541- 269-1166, email: general@hge1.com, and at the following locations: Chetco Community Public Library, various Plan Centers, and on the HGE website at <http://www.hge1.com/bidding-area/>. General Contractors are encouraged to contact HGE ARCHITECTS, INC., by phone or email and register their interest in submitting a bid and to be included in the plan holders' list.

One set of large format drawings, specifications and contract documents may be obtained by prime bidders from HGE ARCHITECTS, INC., upon refundable deposit of \$50.

A Mandatory pre-bid meeting and walk-through will be held at the job site on Tuesday, March 23, 2021, at 10:30 a.m. Contractors shall meet at the project site at 405 Alder Street, Brookings, Oregon. Contractors and subcontractors are encouraged to attend. General

ADVERTISEMENT FOR BIDS
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contractors are required to attend to qualify to submit a bid.

The Owner reserves the right to reject any and all bids, and to waive any technicalities or informalities in connection therewith. No bidder may withdraw his bid after the hour set for the opening thereof until the lapse of thirty (30) days from the bid opening.

By: Julie Retherford, Director
Chetco Community Public Library

Published:

Daily Journal of Commerce
Portland, Oregon
Date: March 10, 2021

The World Newspaper
Coos Bay, Oregon
Date: March 9, 2021

Curry Pilot
Brookings, Oregon
Date: March 12, 2021

The Mail Tribune
Medford, Oregon
Date: March 10, 2021

**SECTION 00-2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 SEE AIA A701, (2018 EDITION), INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

1.02 RELATED DOCUMENTS

- A. Document 00-1113 - Advertisement for Bids.
- B. AIA Document A701 - 2018 Instructions TO BIDDERS
- C. Document 00-2210 - Supplementary Instructions to Bidders
- D. Document 00-4100 - Bid Form.

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at Chetco Community Public Library before the stated bid closing time. Refer to the Advertisement for Bids for specific bidding information and requirements.
 - 1. Mailed or hand delivered bids shall be received prior to bid closing time.
 - 2. Electronic Bids may also be received via email prior to bid closing time.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. A two-hour period shall follow in which all bidders shall submit a Subcontractor Disclosure Form, identifying any first-tier subcontractor that will be furnishing labor or labor and materials on the Contract. Refer to Disclosure Form, Instructions to Bidders and supplements within the Contract Documents.
- D. Offers will be opened publicly immediately after the time for receipt of bids.
- E. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Advertisement for Bids, Instructions to Bidders, Bid Form, Supplements To Bid Forms and Appendices and Bid Securities identified.
- B. Contract Documents: Defined in Project Manual including issued Addenda.

3.02 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect which is located at 333 South 4th Street, Coos Bay, Oregon, 97420. Phone: 541-269-1166, fax 541-269-1833..
- B. One sets of Bid Documents can be obtained by general contract bidders upon receipt of a refundable deposit, by cash, in the amount of \$50.00 for one set.
- C. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, no later than 7 days after bid opening date. Failure to comply will result in forfeiture of deposit.
- D. Architect's website document access:
 - 1. PDF digital copies of these documents are also available to Bidders via Architect's website at www.hge1.com/bidding-area/.
 - a. General Contractors must contact the Architect's office, by phone or email, and register in order to be included on the Architect's plan holder's list.
- E. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.03 EXAMINATION

- A. Bid Documents may be viewed at the Architect's office, at the Chetco Community Public Library, and various plan centers..
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.04 INQUIRIES/ADDENDA

- A. Direct questions to Architect, telephone (541) 269-1166, fax (541) 269-1833, email; general@hge1.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount. Addendums will be prepared by the Architect and Distributed by the Architect.\
- C. Addendums will be sent to all plan holders on the Architects Plan Holder List via email. A Bidders failure to request to be put on the Plan Holders List, or accurately submitting a proper email address, or Architect not obtaining a proper email address will not excuse the Bidder from obtaining any and all addendums.
- D. Verbal answers are not binding on any party.
- E. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 7 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00-4000 - Procurement Forms and Supplements (during bidding phase).
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid. Refer to Article 2 Bidder's Representations, AIA Document A701 Instructions to Bidders and to the Advertisement for Bids for more information.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled as noted in the Advertisement for Bid. A job walk will occur immediately afterwards. The pre-bid conference and walk-thru are mandatory for general contractor bidders.
- B. All general contract bidders and suppliers are invited.
- C. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.
- D. Oral statements made by the District or its representatives at the pre-offer conference are not binding unless confirmed in written addendum." (OAR 137-049-0200(1)(a)(B)(iii))made by the District or its representatives at the pre-offer conference are not binding unless confirmed in written addendum." (OAR 137-049-0200(1)(a)(B)(iii))

QUALIFICATIONS

5.01 BIDDERS QUALIFICATIONS

- A. Successful bidder must be registered with the Construction Contractor's Board as required by ORS 701.035 to 701.055.
- B. Successful bidder must demonstrate the bidder's responsibility under ORS 279C.375 (3)(b).
- C. Bidder is not required to be licensed for asbestos abatement under ORS 468A.720.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. An abstract summary of submitted bids will be made available to all bidders following bid opening.

BID ENCLOSURES/REQUIREMENTS

7.01 BID FORM REQUIREMENTS

- A. This contract is for public work and is subject ORS 279C.800 to 279C.870 regarding prevailing wage rates. Bids must be fully completed in the manner provided in the Instructions to Bidders upon the official bid form provided within the Project Manual, and accompanied by a certified check or a bid bond executed in the favor of the Owner in an amount no less than ten percent (10%) of the total amount of the bid per ORS 279C.385, to be forfeited as fixed and liquidated damages should the bidder fail or neglect to enter into a contract and provide suitable bond for the faithful performance of the work in the event the contract is awarded.

OFFER ACCEPTANCE/REJECTION

8.01 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers and to waive any technicalities or informalities in connection therewithin.
- B. Owner may reject any bid that does not comply with prescribed public contracting procedures and requirements, including the bidder's responsibility under ORS 279C.375(3)(b)
- C. No offer will be received or considered unless the offer states that the offeror agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or U.S.C. 3141 to 3148." (OAR 137-049-0200(1)(a)(J))
- D. "No offer will be considered unless the offeror is registered and in good standing with the Construction Contractors Board." (OAR 137-049-0200(1)(a)(K))
- E. Owner may reject for good cause all bids upon finding that it is in the public interest to do so.
- F. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written letter of Contract Award.

END OF SECTION



AIA® Document A701™ – 2018

Instructions to Bidders

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

20.35 Chetco Community Public Library - Interior Renovations

Scope includes interior renovations to the existing library. Total renovation area is approximately 14,623 square feet. Main library area will be modified to create a Young Adult/Children’s room and Adult Reading Room. Finishes will be upgraded and replaced (flooring). Lighting to be upgraded as well as necessary mechanical and electrical modifications. Architect to coordinate work with Interiors Design consultant including furnishings. Interior Design provided by owner.

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

Chetco Community Public Library
405 Alder Street
Brookings, OR 97415
Telephone Number: 541.469.7738

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

HGE ARCHITECTS, Inc.
333 South 4th Street
Coos Bay, OR 97420
Telephone Number: 541.269.1166
Fax Number: 541.269.1833

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- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

- .5 Drawings

- | Number | Title | Date | |
|--------|---|--------------|--------------------------|
| .6 | Specifications | | |
| | Section | Title | Date Pages |
| .7 | Addenda: | | |
| | Number | Date | Pages |
| .8 | Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i> | | |
| | <input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i> | | |
| | <input type="checkbox"/> The Sustainability Plan: | | |
| | Title | Date | Pages |
| | <input type="checkbox"/> Supplementary and other Conditions of the Contract: | | |
| | Document | Title | Date Pages |
| .9 | Other documents listed below: <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i> | | |

**SECTION 00-2210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

GENERAL

1.01 THE FOLLOWING SUPPLEMENTS SHALL MODIFY, CHANGE, DELETE FROM OR ADD TO THE AIA DOCUMENT A701-2018 INSTRUCTIONS TO BIDDERS. WHERE ANY ARTICLE OF THE INSTRUCTIONS TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.

- A. Article 1 Definitions add to as follows:
 - 1. The word Owner is CHETCO COMMUNITY PUBLIC LIBRARY.
 - 2. The word Architect is HGE Architects, Inc.
- B. Article 2 Bidders Representations Subparagraph 2.1.3, add the following: If a pre-bid walkthrough is held, contractors and sub-contractor attendees are encouraged to familiarize themselves with the bidding and contract documents prior to the walkthrough.
- C. Article 3 Bidding Documents Subparagraph 3.1.1, add the following:
 - 1. One set of drawings, specifications and contract documents may be obtained by prime bidders from HGE Architects, INC., upon refundable deposit of amount indicated on the advertisement for bids. Deposit made will be refunded upon return of the complete documents obtained upon return thereof in good condition within seven (7) days after opening of bids. Non-bidders deposit will be refunded if documents are returned in good condition no later than bid opening date. PDF digital copies of these documents are also available to Bidders via HGE's website. General Contractors are encouraged to contact HGE's office by phone or email, and register their interest in submitting a bid and to be included on the architect's plan holders list. Addendums and other critical information will be forwarded to all persons on the architect's plan holders list.
- D. Article 4 Bidding Procedure Subparagraph 4.1.1, add the following:
 - 1. One copy of the Bid Form and other required bidding documents shall be submitted with all blank spaces in the form fully filled.
 - 2. **PREPARATION OF FIRST-TIER SUBCONTRACTOR DISCLOSURE**
 - a. Per ORS 279C.370 the Bidder shall submit First-Tier Subcontractor Disclosure Form not later than 2 hours following the Bid Closing, or the bid will be rejected, as required by OAR 137-049-0360(3)(b) and OAR 137-049-0200(1)(a)(O).
 - b. To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor and supplier as follows:
 - 1) Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
 - 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (i) 5% of that lowest contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).
 - 3) Submission. A Bidder shall submit the disclosure form required by this rule within two (2) working hours of Bid Closing in the manner specified by the ITB.

- 4) Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.
- 5) Substitution. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. Agencies do not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. However, Agencies are not precluded from making related inquiries or investigating complaints in order to enforce Contract provisions that require compliance generally with laws, rules and regulations.
- 6) Effective Date. This rule shall apply to Public Improvement Contract first advertised on or after August 1, 2003. The above instructions have been amended to include modifications approved by the 2005 legislature.
- 7) Article 4 Bidding Procedure Subparagraph 4.2.2, add the following:
 - E. Bid security in the form of Bid Bond issued by a Bonding Company acceptable to the Owner, cashier's check or certified check in an amount equal to 10% of the total bid, made payable to the Owner shall be required.

1.02 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.2.3, ADD THE FOLLOWING:

- A. All Bidders will leave their bids open for a period of thirty (30) days after the date of bid opening. No bid may be withdrawn during such period of time. Owner may accept any Bid in accordance with the Instructions to Bidders within such thirty (30) day period.

1.03 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.3:

- A. If the Contractor is to be awarded, Owner will provide written Notice of Intent to Award to all Bidders of the Owner's intent to award the Contract. Owner's award shall not be final until the later of the following:
 1. Five (5) days after the date of the Notice of Intent; or
 2. The Owner provides a written response to all timely-filed protests that denies the protest and affirms the award.

1.04 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.4:

- A. Goods or services manufactured or produced in the State of Oregon to receive preference, all factors being equal.

1.05 ARTICLE 6 POST BID INFORMATION DELETE SUBPARAGRAPH 6.1:

- A. Contractor's Qualification Statement.

1.06 ARTICLE 7 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND SUBPARAGRAPH 7.2.2:

- A. A Performance Bond and Labor and Material Payment Bond shall be required. Contractor shall provide separate Performance Bond and Labor and Material Payment Bond made payable to the Owner issued by a Corporation legally licensed to transact business in the State of Oregon. Corporation issuing such a bond must comply with applicable Oregon Statutes for public work and be satisfactory to the Owner. The bonds are to be in the amount of 100% of the contract sum to assure the Owner of full and prompt performance of the Contract.

1.07 ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR SUBPARAGRAPH 8.1.1 ADD THE FOLLOWING:

- A. The Contractor shall within ten (10) days after notification in writing of the Owner's Notice to award a Contract, execute and return to the Owner the Form of Agreement, the Bonds and all applicable Certificates of Insurance.

END OF SECTION

**SECTION 00-4000
PROCUREMENT FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.01 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Substitution Request Form (During Procurement): Used attached form or its equivalent..

END OF SECTION



333 S. 4TH STREET
 COOS BAY, OREGON 97420
 P: 541.269.1166
 www.hge1.com

SUBSTITUTION REQUEST

(During the Bidding Phase)

Project: _____ Substitution Request Number: _____

 From: _____
 To: _____ Date: _____

 A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
 Manufacturer: _____ Address: _____ Phone: _____
 Trade Name: _____ Model No.: _____

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

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

The Undersigned certifies:

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

Submitted by: _____
 Signed by: _____
 Firm: _____
 Address: _____

 Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached:
 Drawings Product Data Samples Tests Reports _____

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**SECTION 00-4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

Owner: **CHETCO COMMUNITY LIBRARY DISTRICT**

1.02 FOR: CHETCO COMMUNITY PUBLIC LIBRARY INTERIOR RENOVATIONS

**PROJECT LOCATION: CHETCO COMMUNITY PUBLIC LIBRARY, 405 ALDER
STREET, BROOKINGS, OR 97415**

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY:

NAME OF FIRM (PLEASE PRINT): _____

1.05 GENERAL

- A. The Bidder declares that they have carefully examined the Contract Documents for the construction of the proposed improvements; that the Bidder has personally inspected the contemplated construction area, that the Bidder has satisfied themselves as to the quantities of materials, items of equipment, possible difficulties, and conditions of work involved.
- B. By signing this Proposal, the Bidder certifies that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this Contract, are understood by the Bidder, and will be complied with during the Work.
- C. The bidder further declares that they are registered with the Construction Contractor's Board as required by ORS 701.35 to 701.55, and possess such additional licenses and certifications as required by law for the performance of the work proposed herein.
- D. The subcontractor(s) performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractor(s) commence work under the Contract.
- E. Pursuant to ORS 279A.120, Bidder hereby certifies the Bidder _____ is / _____ is not (**check one**) a Resident Bidder as defined by ORS 279.029.
- F. Bidder certifies that the provisions required by ORS 279C.836, unless exempt under Sections (4), (7), (8), or (9), before starting work on this Contract, or any subcontract hereunder, Contractor and all subcontractors shall have on file with the Construction Contractor's Board a public works bond with corporate surety authorized to do business in the State of Oregon in the amount of \$30,000.
- G. The Bidder agrees that if this Proposal is accepted, the Bidder will, within ten (10) calendar days after receiving contract forms, execute the Agreement between Owner and Contractor as specified, and deliver to the Owner the Performance and Labor and Payment Bonds required herein.

1.06 BIDS:

- A. The undersigned bidder, in submitting his bid, authorizes the Owner to evaluate the bid and make a single award on the basis of the bid.
- B. After having examined all of the contract documents as prepared by HGE ACHITECTS, Inc., 333 South 4th Street, Coos Bay, Oregon 97420, we do hereby propose to furnish labor and materials to complete the work required by said documents for the following fixed sum (*fill in lump sum amount for each bid unit, in written words in space provided, and in numerals within parenthesis*):

C. **BASIC BID:**

_____ Dollars

and _____ Cents (\$ _____) complete.

D. **ALTERNATE BID #1: Staff Area Lighting Upgrade:**

ADD TO BASIC BID:

_____ DOLLARS

AND _____ CENTS (\$ _____) COMPLETE.

E. Bidder further agrees to be bound by the entire Contract Documents, including:

- Advertisement for Bids
- Issued Addenda
- Instructions to Bidders - AIA A701 and Supplemental Instructions to Bidders
- Bid Form (this document)
- Subcontractor Disclosure Form
- General Conditions - AIA 201 and Supplementary Conditions
- Contract for Construction: Owner-Contractor Agreement - AIA 101
- Performance and Payment Bonds
- Technical Specifications
- Plans/Drawings
- Issued Change Orders and Architect's Supplemental Instructions
- All Applicable State and Federal Laws

1.07 BID SECURITY

- A. Bid security in the form of a certified check of Bid Bond in the amount of 10% of the bid amount is enclosed per ORS 279C.385. The undersigned agrees that Bid Security will be left in escrow with the Owner and that the amount thereof is the measure of liquidated damages which Owner will sustain by failure of the undersigned to deliver and execute the Contract or provide Performance and Payment Bonds and may become the property of the Owner at Owner's option. If this bid is not accepted within thirty (30) days of the time set for the opening of bids or if the undersigned executes and timely delivers said contract and the Performance and Payment Bonds, the Bid Security will be returned.

1.08 COMPLETION DATE AND LIQUIDATED DAMAGES

- A. It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is the desire of the Owner to issue a Notice to Proceed upon successful review of the lowest qualified bidder and have both phases (2) of the project substantially complete within **TWO HUNDRED TWENTY FIVE (225)** calendar days after Notice to Proceed.

1. The Undersigned agrees that he will have the work Substantially Complete within _____ calendar days after Notice to Proceed (Contractor to fill in the NUMBER OF CALENDAR DAYS he/she will require to substantially complete the Work and this will be the agreed upon construction time period).
- B. The Contractor agrees that said Work shall be prosecuted regularly, diligently, at such rate of progress as will insure Substantial Completion thereof within the time specified. It is expressly understood and agreed, by the Contractor and the Owner, that the time for the completion of the Work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If said contractor shall neglect, fail or refuse to coordinate the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the sum of **THREE HUNDRED DOLLARS (\$300)**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for substantial completion of the work.

1.09 OWNER RIGHTS

- A. The Owner reserves the right to reject any or all bids and to waive all informalities.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.

1.11 BIDDER DATA AND SIGNATURE(S)

- A. Name of Firm (*please print*): _____
- B. Mailing Address: _____
- C. Physical Address (*if different*): _____
- D. Construction Contractor Board Registration Number: _____
- E. Telephone Number: _____
- F. Fax Number: _____
- G. Email Address: _____
- H. Signature (*if bid is by a partnership, one of the partners must sign*): _____

I. Name and Official Capacity of Signatory (*please print*):

J. If Corporation, Attest (*Secretary of Corporation*):

K. SEAL (if Corporation):

END OF SECTION

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME : _____
BID #: _____
BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

| NAME | DOLLAR VALUE | CATEGORY OF WORK |
|-------|--------------|------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____

Phone No.: _____

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**SECTION 00-5200
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE DRAFT OF AIA 101-2017 - AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.03 RELATED REQUIREMENTS

- A. Section 00-7200 - General Conditions.
- B. Section 00-7300 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



AIA® Document A101® – 2017

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
(In words, indicate day, month and year.)

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

Chetco Community Public Library
405 Alder Street
Brookings, OR 97415
Telephone Number: 541.469.7738

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

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

20.35 Chetco Community Public Library - Interior Renovations

Scope includes interior renovations to the existing library. Total renovation area is approximately 14,623 square feet. Main library area will be modified to create a Young Adult/Children's room and Adult Reading Room. Finishes will be upgraded and replaced (flooring). Lighting to be upgraded as well as necessary mechanical and electrical modifications. Architect to coordinate work with Interiors Design consultant including furnishings. Interior Design provided by owner.

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

HGE ARCHITECTS, Inc.
333 South 4th Street
Coos Bay, OR 97420
Telephone Number: 541.269.1166
Fax Number: 541.269.1833

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.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, 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.

TABLE OF ARTICLES

| | |
|---|---|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS |

EXHIBIT A INSURANCE AND BONDS

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:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any:

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () 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 of values 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 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Julie Retherford
 405 Alder Street
 Brookings, OR 97415
 Telephone Number: 541.469.7738
 Fax Number: 541.469.6746

Email Address: julie@chtecolibrary.org

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Init.

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

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

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

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

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

CHAIRPERSON (Signature)

Pat Piper, Chairperson

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

TREASURER (Signature)

Judith A. Seyle, Treasurer

(Printed name and title)

Init.

**SECTION 00-7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

A. AIA Document A201-2017, General Conditions of the Contract for Construction.

RELATED REQUIREMENTS

2.01 SECTION 00-7300 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 00-7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

20.35 Chetco Community Public Library - Interior Renovations

THE OWNER:

(Name, legal status and address)

Chetco Community Public Library, Other
405 Alder Street
Brookings, OR 97415

THE ARCHITECT:

(Name, legal status and address)

HGE ARCHITECTS, Inc.
333 South 4th Street
Coos Bay, OR 97420

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ADDITIONS AND DELETIONS:

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

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

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

**SECTION 00-7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions, AIA Document A201-2017 General Conditions of the Contract for Construction defined in Document 00 7200 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 1. GENERAL PROVISIONS

- 1. 1.1.1: Revise the first sentence as set forth below:
 - a. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Contract Forms as bound or referenced, the Drawings, the Specifications, the Details, all Addenda issued prior to execution of the contract and all modifications issued after execution of the Contract.
- 2. 1.2 CORRELATIONS AND INTENT OF THE CONTRACT DOCUMENTS
 - a. 1.2.1 Add the following:
 - 1) If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among contract documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner.
 - b. 1.2.3: Add the following:
 - 1) Reference to technical society, organization, or body is made in specifications in accordance with the following abbreviations:
 - (a) ACI American Concrete Institute
 - (b) AIA American Institute of Architects
 - (c) AIEE American Institute of Electrical Engineers
 - (d) AISC American Institute of Steel Construction
 - (e) ASA American Standard Association
 - (f) APA American Plywood Association
 - (g) ASTM American Society of Testing Materials
 - (h) ASME American Society of Mechanical Engineers
 - (i) AWI Architectural Woodwork Institute
 - (j) AWS Code American Welding Society Code
 - (k) CS Commercial Standard
 - (l) FS Federal Specifications
 - (m) IBC International Building Code
 - (n) MIL Military Specifications
 - (o) NBFU National Board of Fire Underwriters
 - (p) NBS National Board of Standards
 - (q) NEC National Electric Code
 - (r) NEMA National Electrical Manufacturer's Assn.
 - (s) NFPA National Fire Protection Association
 - (t) OSHA Occupational Safety and Health Act
 - (u) UBC Uniform Building Code
 - (v) UL Underwriters Laboratory
 - (w) WCLIB West Coast Lumber Inspection Bureau

B. ARTICLE 2 OWNER

- 1. 2.1.1 Add the following:

- a. The Owner is defined as CHETCO COMMUNITY LIBRARY DISTRICT.
 - 2. 2.3.6 Substitute the following:
 - a. The Owner through the Architect will furnish to the Contractor Four (4) complete sets of drawings and specifications without charge for use on project. These include sets submitted to Agency having jurisdiction for plans review and building permit. Additional copies may be purchased by Contractor at cost of reproduction.
- C. ARTICLE 3 CONTRACTOR
- 1. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
 - a. 3.3.1 Add the following:
 - 1) The Contractor will supervise and direct the work and will review with all subcontractors methods and materials to be used to verify their compliance with all safety standards and laws and be responsible for compliance with same, to insure safe, hazard free conditions for all persons visiting or working on the entire project.
 - 2. 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
 - a. 3.7.1 Add:
 - 1) The Owner shall pay for the Building Permit Plan Review and Building Permit fees only. The Contractor shall pay all other permit and plan review fees related to his work and his subcontractors, i.e., plumbing, mechanical and electrical. Owner shall pay any system development fees required.
 - 3. 3.11 DOCUMENTS AND SAMPLES AT THE SITE, Add the following:
 - a. Upon completion of the project transfer all information from the record set of drawings to a clean set of prints and deliver to the Architect. Drawing additions are to be added in contrasting ink and are to be accurate, neat and finished in appearance and show accurate horizontal and vertical dimensions for location of underground work. Drawings must be acceptable to Architect before certification of final payment will be made.
 - 4. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
 - a. 3.12.5 Add the following:
 - 1) See Section 01-3000 - Administrative Requirements for submittal information, requirements, and procedures.
 - 5. 3.15 CLEANING UP
 - a. 3.15.1 Add the following:
 - 1) Upon completion of any portion of the work, promptly remove temporary facilities generated by that portion of the work, including surplus materials, equipment, and machinery if so directed by the Architect or the Owner. Upon completion of the Work, completely remove temporary facilities. Remove stains, spots and smears from all surfaces. Remove all labels. Leave the premises in a "broom clean" condition.
- D. ARTICLE 4 ARCHITECT
- 1. 4.1.1 Add the following:
 - a. The Architect is defined as HGE ARCHITECTS, Inc.
- E. ARTICLE 5 SUBCONTRACTORS
- 1. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
 - a. 5.2.1 Add the following:
 - 1) The list of subcontractors shall be submitted no later than five (5) days after the bid opening.
- F. ARTICLE 7 CHANGES IN THE WORK
- 1. 7.2 CHANGE ORDERS
 - a. 7.2.2 Add the following:

- 1) The cost to the Owner resulting from extra work shall be determined by an agreed price which shall include a percentage for overhead and profit as listed below; or shall be the actual cost of the additional direct labor, materials, and subcontract work involved, plus a percentage for overhead and profit as listed below.
 - (a) The percentage shall not exceed 10% to cover both profit and overhead.
- 2) The credit to the Owner resulting from a deduction of work shall be determined by an agreed price, or the actual cost of direct labor, materials, and subcontract work involved.
- 3) Cost and credits shall be submitted by the Contractor to the Architect in a complete breakdown form, showing cost, overhead and profit.
- 4) Cost shall be limited to the following: Cost of products, including taxes and cost of delivery; cost of labor, including social security, old age, and unemployment insurance, and fringe benefits under collective bargaining agreements; Workmen's Compensation Insurance; bond premiums; and rental value of power tools and equipment. Overhead shall include the following: Supervision, superintendence, wages of time keepers, watchmen, and clerks, hand tools, incidentals, general office expense, and all other proven expenses not included in "cost".

G. ARTICLE 8 TIME

1. 8.2 PROGRESS AND COMPLETION

a. 8.2.4 Add the following:

- 1) The Contractor agrees:
- 2) To proceed upon receipt of the executed Contract and the Notice to Proceed.
- 3) It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning and the time for completion of each phase of the work to be done are ESSENTIAL CONDITIONS of this contract.
- 4) The Contractor agrees that said work shall be prosecuted regularly, diligently, at such rate of progress as will insure substantial completion thereof within the time specified. It is expressly understood and agree, by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 5) If said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the sum of THREE HUNDRED DOLLARS (\$300), not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for substantial completion of the work.
- 6) The said amount is fixed and agreed upon by; and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

H. ARTICLE 9 PAYMENTS AND COMPLETION

1. APPLICATIONS FOR PAYMENT

a. 9.3.1 Add the following:

- 1) Payment request form shall be submitted on AIA G702 Application for Payment supplemented with AIA G703 Continuation Sheet. Forms will be furnished by Architect if requested by Contractor. Contractor may use their own spreadsheet type format, however line items must exactly match AIA line items.

2. PROGRESS PAYMENTS

a. 9.6.1 Amend as follows:

- 1) After the Architect has issued a certificate for payment the Owner will pay the Contractor ninety-five (95%) percent of the value of material and labor worked into the building or stored on the site before the first day of the month less the aggregate of previous payments.
- 2) Payment will be made on or before the fifteenth (15th) day of the month following the date of the application for payment.
- 3) Upon Substantial Completion of the contract the sum sufficient to increase total payment to ninety-five (95%) percent of the contract amount is due. Thirty (30) days thereafter, provided the work then be fully completed and accepted by the Architect, balance under the contract is due.

I. ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

1. 10.2 SAFETY OF PERSONS AND PROPERTY

a. 10.2.2 Add the following:

- 1) Contractors shall comply with all provisions of OAR 437 Division 155 (Hazard Communication). Contractor shall provide Owner, through the Architect, a copy of MSDS (Material Safety Data Sheets) for all chemicals brought onto the site, and shall maintain an inventory on the job site of such chemicals. Such inventory shall be accessible to those who desire access.

J. ARTICLE 11 INSURANCE AND BONDS

1. 11.1 CONTRACTOR'S INSURANCE AND BONDS

a. 11.1.1 Add the following:

- 1) The Contractor's comprehensive general liability insurance and automobile liability insurance shall not be less than the amount shown below:
- 2) Worker's Compensation as required by law.
- 3) Bodily Injury Liability - Automobile:
 - (a) Each person \$ 500,000
 - (b) Each occurrence \$1,000,000
- 4) Bodily Injury Liability - Except Automobile
 - (a) Each person \$1,000,000
 - (b) Each occurrence \$1,000,000
- 5) Property Damage Liability - Automobile:
 - (a) Each occurrence \$ 500,000
- 6) Property Damage Liability - Except Automobile:
 - (a) Each occurrence \$ 500,000
 - (b) Aggregate occurrence \$1,000,000
- 7) The Contractor will either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractor's comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subparagraph; or (2) insure the activity of his subcontractors.
- 8) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

2. 11.1.2 Substitute the following:

- a. The Contractor shall furnish a Performance Bond in an amount equal to one hundred (100%) percent of the contract sum as security for the faithful performance of this contract and also a Labor and Material Payment Bond in an amount not less than one hundred (100%) percent of the contract sum as security for the payment of all persons performing labor on the project under this contract. Bond shall be written by a company licensed in the State of Oregon and satisfactory to the Owner.

3. 11.1.5 Add the following:

- a. The Contractor is advised that the Owner does not carry "Builder's Risk" Insurance and the Contractor is required to obtain this insurance.

K. ARTICLE 13 MISCELLANEOUS PROVISIONS

1. 13.1 GOVERNING LAW, Add the following:
 - a. General Contractor and each subcontractor to comply with all Federal, State laws pertaining to Social Security, Unemployment Insurance, Tax Regulations. Make prompt payment to designated agencies.
 - b. Contractor agrees to abide by all Federal and State regulations pertaining to the employment of minority and ethnic groups including all required affirmative action, and further agrees to hold owner harmless on account of all duties and responsibilities imposed on Contractor by the terms of any State or Federal Statute, regulation, or other governmental directive.
 2. 13.6 Add the following:
 - a. All labor subject to the provisions of ORS 279C.520 and 279C.830 which is performed under this contract shall be paid not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.
- L. Add ARTICLE 16 - ORS 279C Requirements for Public Works
1. See document following this Section.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

ORS 279C Requirements for Public Works

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor

or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve City that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is

4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who Work on this contract in writing, either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to Work.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
 - (a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
 - (b) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2021, Prevailing Wage Rates for Public Works Projects in Oregon. Such publication can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents.
 - (c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - (d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - (e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers

performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
- (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.

15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.

- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
- (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor may

pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to City Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.

25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration
- Homeland Security, Department of
 - Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

27. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.
28. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

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CHETCO COMMUNITY LIBRARY DISTRICT STANDARD TERMS AND CONDITIONS

1. Contractor is Independent Contractor

- a. Contractor will perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Compliance with Applicable Law

Contractor must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.110 (Discrimination in subcontracting prohibited), ORS 279A.120 (Preference for Oregon goods and services), ORS 279C.505 (Conditions concerning payment, contributions, liens, withholding, drug testing), ORS 279C.510 (Demolition contract to require material salvage), ORS 279C.515 (Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints), ORS 279C.520 (Condition concerning hours of labor), ORS 279C.530 (Condition concerning payment of medical care and providing workers' compensation), ORS 279C.570 (Prompt payment policy), and ORS 279C.580 (Contractor's relations with subcontractors). In addition, the provisions of ORS 279C.525 (Provisions concerning environmental and natural resources laws); ORS 279C.540 (Maximum hours of labor on public contracts); ORS 279C.545 (Claims for overtime); ORS 279C.550 to ORS 279C.565 (Retainage); ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor); ORS 279C.590 (Complaint process for substitutions of subcontractors); ORS 279C.600 to ORS 279C.625 (Bonds); ORS 279C.650 to ORS 279C.670 (Termination for Public Interest); and ORS 279C.800

to ORS 279C.870 (Prevailing Wages) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract will be considered included by these references.

3. Drug Testing

- a. Contractor must certify to the District that it has a drug-testing program in place for its employees that includes, at a minimum, the following:
 - i. A written employee drug-testing policy,
 - ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.
- b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.
- c. By executing and returning this contract the Contractor certifies, represents and warrants to the District that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the District's performance obligation (which includes, without limitation, the District's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.
- d. Contractor will require each subcontractor providing labor for the project to:
 - i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
 - ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

4. Construction Contractor's Board

If required, the Contractor hereby certifies that the Contractor is licensed with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

As applicable, the Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9). The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9).

5. Construction

If any of the provisions contained in these standard terms and conditions conflict with those in the contract to which it is attached, these standard provisions, if applicable, will control.

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**SECTION 00-7346
PREVAILING WAGE RATES**

PART 1 GENERAL

1.01 REQUIREMENTS:

- A. The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1, 2021 including any issued corrections or amendments that follow are herein added to the Contract Documents by reference.
- B. BOLI Prevailing Wage Rate information is available upon request, or electronically at www.oregon.gov/boli.
- C. Work under this Contract will be subject to the provisions of ORS 279C.800 to 279C.870, relating to BOLI Prevailing Wage Rates in effect at the time the project was advertised for bids.
- D. Provisions described in this Section or in Exhibit A of the Public Contracting Code Requirement for Public Improvements Contracts over \$50,000, located at the end of the Supplemental General Conditions, will apply regardless of the price of any individual Contract, so long as the combined price of all Contracts award on the project is \$50,000 or more.
- E. If total Contract amount does not exceed \$50,000, Contractor is not required to pay prevailing wage rates.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01-1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: 20.35 Chetco Community Public Library Interior Renovations
 - 1. Owner's Name: Chetco Community Library District
 - 2. Architect's Name: HGE ARCHITECTS, Inc.
 - 3. Work on this Contract includes interior renovations to the main library area including the lobby in the Chetco Community Public Library building. The impacted area is approximately 14,600 square feet of the existing 16,500 square foot building. Work includes: Selective demolition, minor rough framing, full height glazed partitions, doors, carpet, paint, mechanical (duct work reconfigure), electrical and lighting upgrades. Coordination of work with a separate furnishings upgrade contract is also required.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 WORK BY OWNER.

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Final Completion. Some items include:
 - 1. Furnishings.
 - 2. Library Furniture, furnishings.
 - 3. Mobile equipment.
 - 4. Signage.

1.04 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. The Library will close to the public during the Work, in order to facilitate the completion of the Project as quickly as possible. Staff will remain on-site as collections will be temporarily relocated in the large meeting room, outside of the work area. The actual public Library operations will temporarily move to another location during construction until Substantial Completion. Contractor shall work expeditiously to minimize the days of Library building closure.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Work by Others.
 - 2. Work by Owner.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 7:30 am to 5:30 pm.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01-2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Document 00-2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Lighting Upgrade in Staff Areas:
 - 1. Base Bid: No Work.
 - 2. Alternate Bid Items: Provide demolition and replacement of lighting in Staff Workroom 115 and Children's Workroom 116. Refer to Electrical Drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01-3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01-7000 - Execution and Closeout Requirements: Additional coordination requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. General Contractor, contractor's superintendent(s) and major subcontractors.
- B. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties to ContractOwner and .
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.

- 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to work.
- E. Record minutes and distribute copies within three days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01-3216

- A. Submit updated schedule at each construction progress meeting.

3.04 SUBMITTALS FOR REVIEW

- A. To facilitate specification compliance, submittals are required; whether as specified or as a proposed substitution. Submittals shall consist of the appropriate combination of catalog sheets, material lists, brochures, bulletins, diagrams, specifications or samples necessary to describe a system, product or item.
- B. Five (5) sets of material submittals shall be submitted to Architect/Engineer within three weeks following the contract signing.
- C. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- D. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- E. Samples will be reviewed for aesthetic, color, or finish selection.
- F. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01-7800 - Closeout Submittals.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01-7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.06 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Transmit each submittal with transmittal letter.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

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

END OF SECTION

**SECTION 01-4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01-3000 - Administrative Requirements: Submittal procedures.

1.03 REFERENCE STANDARDS

- A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2020.

1.04 TESTING AND INSPECTION AGENCIES AND SERVICES

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.

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

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 01-6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document 00-2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01-4000 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Owner encourages Contractor to provide salvage opportunities for all unused building materials.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

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

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

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

END OF SECTION

**SECTION 01-7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- F. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01-1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01-3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01-4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01-7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.

1.05 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize recognized engineering survey practices.
- H. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.

- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.03 GENERAL INSTALLATION REQUIREMENTS

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

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

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

3.06 PROTECTION OF INSTALLED WORK

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

3.07 ADJUSTING

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

3.08 FINAL CLEANING

- A. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

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

END OF SECTION

**SECTION 01-7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.
- D. Evidence of Payments and Release of Liens.

1.02 RELATED REQUIREMENTS

- A. Section 00-7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01-3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01-7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections and Drawings: Specific requirements for operation and maintenance data.
- E. Individual Product Sections and Drawings: Warranties required for specific products or Work.

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Binders: Commercial quality, 8-1/2 by 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.
- E. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

- F. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- G. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- H. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- I. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- J. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
 - 1. General Warranties:
 - a. Provide one-year warranty as described in the General Conditions, Article 3.5. Warranty period shall commence on the date of the fully executed Certificate of Substantial Completion.
 - b. Weather-tight warranty: The Contractor shall, and hereby does, warranty flashings, roofing, and all other work which is a component part of the roofing to be weather-tight under ordinary wear and usage for a period of two years from and after Substantial Completion of the building. This is an extension of the general one year warranty described above.
 - 2. Additional Warranties: See individual technical specifications or drawings for required written warranties for specific items of work.
 - 3. Warranty Period shall begin upon Substantial Completion, or if a Certificate of Substantial Completion is not issued or if Work which is to be covered by warranty is not then complete, Warranty Period shall begin upon the date of Final Acceptance or on the date appearing on the final Certificate for Payment to the Contractor, whichever is earlier.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the 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.

3.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit with Final Application for Payment the following:
 - 1. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
 - 2. Contractor's Affidavit of Release of Liens: AIA G706A, with
 - a. Consent of Surety to Final Payment: AIA G707.

- b. Contractor's release or waiver of liens.
- c. Separarate releases or waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner.

END OF SECTION

**SECTION 02-4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01-1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01-1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01-6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- D. Section 01-7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove other items indicated, for salvage, relocation, and recycling.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

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

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.

- C. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications):
Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. See Section 01-1000 for other limitations on outages and required notifications.
 - 4. Verify that abandoned services serve only abandoned facilities before removal.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

**SECTION 06-1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows.
- D. Miscellaneous framing and sheathing.
- E. Concealed wood blocking, nailers, and supports.
- F. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 06-1800 - Glued-Laminated Construction.

1.03 REFERENCE STANDARDS

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2012.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings 2015.
- D. PS 20 - American Softwood Lumber Standard 2020.
- E. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17 2018.

1.04 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: West Coast Lumber Inspection Bureau; WCLIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Species: Douglas Fir-Larch.
 - 2. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.
- C. Water-Resistive Barrier: As specified in Section 07-2500.
- D. Insect screen: Rolled stainless steel insect screen mesh, approximately 4 inch wide. Refer to soffit details for locations.
 - 1. 18 mesh openings per lineal inch.
 - 2. STG Stainless Steel Insect Screens, sales@wovenwire.com, 800-440-6374.
 - 3. Substitutions: See Section 01-6000 - Product Requirements.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AWC (WFCM) Wood Frame Construction Manual.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific non-structural framing and blocking:
 - 1. Cabinets and shelf supports.

2. Wall brackets.
3. Wall-mounted door stops.

3.05 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 CLEANING

- A. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 06-1800
GLUED-LAMINATED CONSTRUCTION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glue laminated wood beams and purlins.
- B. Steel hardware and attachment brackets.

1.02 REFERENCE STANDARDS

- A. AITC A190.1 - American National Standard for Wood Products - Structural Glued Laminated Timber 2007.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- E. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength 2014.
- F. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric) 2014.
- G. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts 2015.
- H. ASTM A563M - Standard Specification for Carbon and Alloy Steel Nuts (Metric) 2007 (Reapproved 2013).

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials, application technique and resultant performance information.
- C. Shop Drawings: Indicate framing system, sizes and spacing of members, loads and cambers, bearing and anchor details, bridging and bracing, framed openings .
 - 1. Submit design calculations signed and sealed by design engineer.
- D. Designer's Qualification Statement.
- E. Manufacturer's Qualification Statement.
- F. Samples: Submit 2 samples of CLT panels; approximately 12 by 12 by 3-ply for field applied coatings by others.

1.04 QUALITY ASSURANCE

- A. Designer Qualifications: Design structural members under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in Oregon.
- B. Manufacturer/Fabricator Qualifications: Company specializing in manufacture of glue laminated structural units with three years of documented experience, and certified by AITC in accordance with AITC A190.1.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect members to AITC requirements for individually wrapped.
- B. Leave individual wrapping in place until finishing occurs.
- C. Support units during shipment on non-staining material in same position as during storage.
- D. Store units with adequate bracing and protect units to prevent contact with soil and separated with striping (so air may circulate around all faces of members), to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
 - 1. Place stored units so identification marks are clearly visible.

2. Handle and transport units in a position consistent with their shape and design in order to avoid excessive stresses that would cause cracking or damage. Protect corners with wood blocking.
3. Lift and support units only at designated points shown on Shop Drawings.
4. Slit underside of membrane covering during storage at Site. Do not deface members.
5. Cover top with opaque moisture resistant membrane.
6. Maintain protection of CLT panel at all times during construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Glued-Laminated Structural Units:
 1. Western Wood Structures, Inc: www.westernwoodstructures.com/#sle.
 2. DR Johnson.
 3. Structurlam.
 4. Substitutions: See Section 01-6000 - Product Requirements.

2.02 GLUED-LAMINATED UNITS

- A. Glued-Laminated Units: Fabricate in accordance with AITC 117 Industrial grade.
 1. Verify dimensions and site conditions prior to fabrication.
 2. Cut and fit members accurately to length to achieve tight joint fit.
 3. Fabricate member with camber built in.
 4. Do not splice or join members in locations other than those indicated without permission.
 5. After end trimming, seal with penetrating sealer in accordance with AITC requirements.
- B. Performance Criteria:
 1. Comply with applicable code for loads, seismic zoning, and other load criteria.
 2. Refer to Structural Drawing for additional requirements. The most stringent design/performance requirements apply in all situations.

2.03 MATERIALS

- A. Lumber: Softwood lumber conforming to RIS grading rules with 12 percent maximum moisture content before fabrication. Design for the following values, unless indicated otherwise in Drawings:
 1. Bending (Fb): 2400 psi.
 2. Tension Parallel to Grain (Ft): 1500 psi.
 3. Compression Parallel to Grain (Fc): 1650 psi.
 4. Compression Perpendicular to Grain Bottom (Fc1): 650 psi.
 5. Compression Perpendicular to Grain Top (Fc1): 650 psi.
 6. Horizontal Shear (Fv): 165 psi.
 7. Modulus of Elasticity (E): 1,600,000 psi.
- B. Steel Connections and Brackets: ASTM A36/A36M weldable quality, galvanize per ASTM A123/A123M.
- C. Hardware: $\{rs\#4\}$ ($\{rs\#1\}$) Type 1 high strength heavy hex bolts and $\{rs\#3\}$ ($\{rs\#2\}$) nuts, hot-dip galvanized to meet requirements of ASTM A153/A153M, matching washers.

2.04 FABRICATION

- A. Fabricate glue laminated structural members in accordance with AITC Industrial grade.
- B. Verify dimensions and site conditions prior to fabrication.
- C. Cut and fit members accurately to length to achieve tight joint fit.
- D. Fabricate member with camber built in.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that supports are ready to receive units.
- B. Verify sufficient end bearing area.

3.02 ERECTION

- A. Lift members using protective straps to prevent visible damage.
- B. Set structural members level and plumb, in correct positions or sloped where indicated.

3.03 TOLERANCES

- A. Framing Members: 1/4 inch maximum from true position.

3.04 CLEANING

- A. Clean exposed surfaces of Glu Laminated Timber and CLT panels after erection and completion of field touch up.
- B. Perform cleaning procedures, if necessary, according to CLT manufacturer's written recommendations, Protect other work from staining or damage due to cleaning operations.
- C. Do not use cleaning materials or processes that could change the appearance of exposed CLT panels or damage adjacent materials.

END OF SECTION

**SECTION 07-6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including Interior Book Drop Chute.

1.02 RELATED REQUIREMENTS

- A. Section 06-1000 - Rough Carpentry: Framing for opening.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- B. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 18 gauge, 0.0188 inch thick; smooth No. 4 - Brushed finish.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Refer to Detail Drawings for configuration and other notes. Weld to create one-piece book drop chute.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify openings through wall are solidly set.

3.02 INSTALLATION

- A. Secure fabrication in place using concealed fasteners, and use exposed fasteners only where permitted.

END OF SECTION

SECTION 07-9005 JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants 2017.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- C. SCAQMD 1168 - Adhesive and Sealant Applications 1989 (Amended 2017).
- D. ASTM C 1521 Standard Practice for Evaluating Adhesion of Installed Weatherproofing Joint Sealants.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.

1.05 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.01 SEALANTS

- A. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Product: Sonalac manufactured by BASF.
 - 3. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

3.06 SCHEDULE

- A. Interior Joints for Which No Other Sealant is Indicated: Type 2; .

END OF SECTION

**SECTION 08-1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Hollow metal frames for wood doors.
- C. Fire-rated hollow metal doors and frames.
- D. Thermally insulated hollow metal doors with frames.
- E. Hollow metal borrowed lites glazing frames.
- F. Accessories, including glazing, louvers, and matching panels.

1.02 RELATED REQUIREMENTS

- A. Section 08-7100 - Door Hardware.
- B. Section 08-8000 - Glazing: Glass for doors and borrowed lites.

1.03 ABBREVIATIONS AND ACRONYMS

- A. HMMA - Hollow Metal Manufacturers Association.
- B. NFPA - National Fire Protection Association.
- C. UL - Underwriters Laboratories.

1.04 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2011.
- D. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames 2003 (R2009).
- E. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
- F. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2011.
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- H. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2020.
- I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- K. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2007.
- L. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames 2014.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

- C. Manufacturer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 DESIGN CRITERIA

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 - 4. Door Edge Profile: Manufacturers standard for application indicated.
- B. Hollow Metal Panels: Same construction, performance, and finish as doors.
- C. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.02 HOLLOW METAL DOORS

- A. Exterior Doors: Thermally insulated.
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B 500 000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.
 - 2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
 - 3. Door Thickness: 1-3/4 inch, nominal.

2.03 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Face welded type.
 - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 - 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
 - 3. Weatherstripping: Separate, see Section 08-7100.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.

- D. Door Frames, Fire-Rated: Face welded type.
 - 1. Fire Rating: Same as door, labeled.
- E. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.
- F. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.

2.04 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.05 ACCESSORIES

- A. Louvers: Roll formed steel with overlapping frame; finish same as door components ; factory-installed.
 - 1. Style: Standard straight slat blade.
- B. Glazing: As specified in Section 08-8000, factory installed.
- C. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- D. Grout for Frames: Portland cement grout with maximum 4 inch slump for hand troweling; thinner pumpable grout is prohibited.
- E. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- F. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08-7100.
 - 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- E. Comply with glazing installation requirements of Section 08-8000.
- F. Coordinate installation of electrical connections to electrical hardware items.

3.04 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

**SECTION 08-1416
FLUSH WOOD DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush configuration; non-rated.

1.02 RELATED REQUIREMENTS

- A. Section 08-1113 - Hollow Metal Doors and Frames.
- B. Section 08-7100 - Door Hardware.
- C. Section 08-8000 - Glazing.
- D. Section 09-9000 - Painting and Coating.

1.03 REFERENCE STANDARDS

- A. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- B. ICC (IBC) - International Building Code; 2012.
- C. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2019.
- D. WDMA I.S. 1A - Interior Architectural Wood Flush Doors 2013.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Warranty, executed in Owner's name.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.06 WARRANTY

- A. See Section 01-7800 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for 2 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Graham Wood Doors: www.grahamdoors.com.
 - 2. Eggers Industries: www.eggersindustries.com/#sle.
 - 3. Haley Brothers: www.haleybros.com/#sle.
 - 4. Marshfield Door Systems, Inc: www.marshfielddoors.com.
 - 5. VT Industries, Inc: www.vtindustries.com.
 - 6. Oregon Door: www.oregondoor.com.
 - 7. Lynden Door: www.lyndendoor.com.
 - 8. Substitutions: See Section 01-6000 - Product Requirements.

2.02 DOORS

- A. Doors: Refer to drawings for locations and additional requirements.
 - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with WDMA I.S. 1A.

2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
 1. Provide solid core doors at each location.

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: match existing, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
 1. Provide solid blocks at lock edge for hardware reinforcement.
 2. Provide solid blocking for other throughbolted hardware.
- C. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.

2.06 FACTORY FINISHING - WOOD VENEER DOORS

- A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
- B. Factory finish doors in accordance with specified quality standard:
 1. Transparent Finish: Transparent conversion varnish, Premium quality, high gloss sheen.

2.07 ACCESSORIES

- A. Glazed Openings:
 1. Heat-Strengthened and Fully Tempered Glass: ASTM C1048.
- B. Door Window Frames: Door window frames with glazing securely fastened within door opening.
 1. Size: As indicated on drawings.
 2. Frame Material: 18 gauge, 0.0478 inch, galvanized steel.
 3. Metal Finish: match existing polyester powder coating.
 4. Glazing: 1/4 inch thick, tempered glass, in compliance with requirements of authorities having jurisdiction.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that opening sizes and tolerances are acceptable.
- B. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

- A. Maximum Diagonal Distortion (Warp): 1/8 inch measured with straight edge or taut string, corner to corner, over an imaginary 36 by 84 inches surface area.
- B. Maximum Vertical Distortion (Bow): 1/8 inch measured with straight edge or taut string, top to bottom, over an imaginary 36 by 84 inches surface area.
- C. Maximum Width Distortion (Cup): 1/8 inch measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inches surface area.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

3.05 SCHEDULE

- A. Refer to Door and Hardware Schedule appended to Division 8 and in Drawings.

END OF SECTION

**SECTION 08-7100
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood, aluminum, and hollow metal doors.
- B. Electrically operated and controlled hardware.
- C. Lock cylinders for doors that hardware is specified in other sections.
- D. Thresholds.
- E. Weatherstripping, seals and door gaskets.

1.02 RELATED REQUIREMENTS

- A. Section 08-1113 - Hollow Metal Doors and Frames.
- B. Section 08-1416 - Flush Wood Doors.
- C. Section 10-2310 - Glazed Interior Door and Wall Assemblies: Doors and hardware.
- D. Section 26 - Power supply to electric hardware devices.

1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- B. BHMA A156.1 - American National Standard for Butts and Hinges 2016.
- C. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches 2017.
- D. BHMA A156.4 - American National Standard for Door Controls - Closers 2013.
- E. BHMA A156.6 - American National Standard for Architectural Door Trim 2015.
- F. BHMA A156.7 - American National Standard for Template Hinge Dimensions 2016.
- G. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders 2015.
- H. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000 2017.
- I. BHMA A156.18 - American National Standard for Materials and Finishes 2016.
- J. BHMA A156.21 - American National Standard for Thresholds 2014.
- K. BHMA A156.31 - American National Standard for Electric Strikes and Frame Mounted Actuators 2013.
- L. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames 2016.
- M. BHMA A156.115W - American National Standard for Hardware Preparation in Wood Doors with Wood or Steel Frames 2006.
- N. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames 2004.
- O. DHI WDHS.3 - Recommended Locations for Architectural Hardware for Flush Wood Doors 1993; also in WDHS-1/WDHS-5 Series, 1996.
- P. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2019.
- Q. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- R. UL (DIR) - Online Certifications Directory Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware will be installed upon.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Substitutions: Section 01-6000 - Product Requirements.
- C. Shop Drawings:
 - 1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements .
 - 2. Submit manufacturer's parts lists and templates.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Allegion Brands, Ives, LCN, Schlage, Steelcraft, or Von Duprin: www.allegion.com/us.
- B. Assa Abloy Brands, Sargent: www.assaabloydss.com.
- C. Substitutions: See Section 01-6000 - Product Requirements.

2.02 MANUFACTURERS - BASIS OF DESIGN

- A. Refer to Hardware Schedule.
- B. Substitutions: See Section 01-6000 - Product Requirements.

2.03 DOOR HARDWARE - GENERAL

- A. Provide hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Fire-Rated Doors: NFPA 80.
 - 3. Hardware on Fire-Rated Doors, Except Hinges: Listed and classified by UL (DIR) as suitable for the purpose specified and indicated.
 - 4. Hardware for Smoke and Draft Control Doors (Indicated as "S" on Drawings): Provide hardware that enables door assembly to comply with air leakage requirements of the applicable code.
- D. Finishes: Provide door hardware of the same finish unless otherwise indicated.
 - 1. Typical Interior Hardware Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx US26D).
 - 2. Exterior Hardware Finish: Satin stainless steel, 630.
 - 3. Finish Definitions: BHMA A156.18.
 - 4. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.

2.04 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. If no hardware set is indicated for a swinging door provide an office lockset.

2. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 3. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.05 HINGES

- A. Hinges: Provide hinges on every swinging door.
1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 2. Provide ball-bearing hinges at all doors having closers.
 3. Provide hinges in the quantities indicated.
 4. Provide non-removable pins on exterior outswinging doors.
 5. Where electrified hardware is mounted in door leaf, provide power transfer hinges.

2.06 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
1. Hardware Sets indicate locking functions required for each door.
 2. If no hardware set is indicated for a swinging door provide an office lockset.
 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.07 ELECTRIC STRIKES

- A. Electric Strikes: Complying with BHMA A156.31 and UL (DIR) listed as a Burglary-Resistant Electric Door Strike; style to suit locks.

2.08 CLOSERS

- A. Closers: Complying with BHMA A156.4.
1. Provide surface-mounted, door-mounted closers unless otherwise indicated.
 2. Provide a door closer on every exterior door.
 3. Provide a door closer on every fire- and smoke-rated door. Spring hinges are not an acceptable self-closing device unless specifically so indicated.
 4. On pairs of swinging doors, if an overlapping astragal is present, provide coordinator to ensure the leaves close in proper order.

2.09 STOPS AND HOLDERS

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
1. Provide wall stops, unless otherwise indicated.
 2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
 3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.
- B. Manufacturers - Wall and Floor Stops/holders:

1. Assa Abloy Brands, McKinney: www.assaabloydss.com.
2. Ives.

2.10 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
 1. Kickplate: Provide on push side of every door with closer, except aluminum storefront and glass entry doors.

2.11 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS

- A. Provide products that comply with the following:
 1. Applicable provisions of Federal, State, and local codes.
- B. Finishes: Identified in schedule at end of section.

2.12 KEYING

- A. Door Locks: Grand master keyed.
- B. Supply keys in the following quantities:
 1. 10 master keys.
 2. 10 grand master keys.
 3. 3 change keys for each lock.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of the correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item.
 1. For steel doors and frames: Comply with DHI (LOCS) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".
 2. For Aluminum Doors and Frames: Refer to Section 08-4313.
 3. For Wood Doors: Comply with DHI WDHS.3 "Recommended Locations for Architectural Hardware for Flush Wood Doors".
 4. Locksets: 38 inch.
 5. Push/Pulls: 42 inch.
 6. Dead Locks: 42 inch.

3.03 ADJUSTING

- A. Adjust work under provisions of Section 01-7000 - Execution and Closeout Requirements.

3.04 CLEANING

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.05 PROTECTION

- A. Protect finished Work under provisions of Section 01-7000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

3.06 HARDWARE SCHEDULE - ATTACHED AT END OF THIS SECTION.

END OF SECTION

HARDWARE SCHEDULE

GROUP 1 - Exterior Existing Entry doors with Access Control

| | | | | |
|---|------|------------------------|----------------|------------|
| 1 | Each | Motorized Panic Device | QEL 98-- | Von Duprin |
| 1 | Each | Card Reader | | |
| 1 | Each | Door Position Switch | | |
| 1 | Each | Request to Exit | | |
| 1 | Each | Motorized operator | Existing | |
| 1 | Each | Power transfer | per contractor | Stanley |

NOTE: Door to provide hardware for Staff/authorized personnel to gain access with card reader when locked. Refer to Section 28-1300 Access Control for manuf/brand of access control hardware listed above. Contractor to coordinate with existing motorized operator to synchronize operation. Staff/authorized personnel to swipe card reader with credentials and doors shall open if locked and motorized operation will function if activation switch pushed.

GROUP 2 – Existing Interior Door with Access Control

| | | | | |
|---|------|----------------------|-------------|----------------|
| 1 | Each | Electric Strike | 5200 Series | HES/Assa Abloy |
| 1 | Each | Door Position Switch | | |
| 1 | Each | Request to Exit | | |

NOTE: Door to provide hardware necessary for Staff/authorized personnel to gain access with card reader when locked. Refer to Section 28-1300 Access Control for manuf/brand of access control hardware listed above. Staff/authorized personnel to swipe card reader with credentials and doors shall unlock.

GROUP 3 – Meeting/Conference Rooms

| | | | | |
|-------|------|-------------------|---------|---------|
| 1-1/2 | Pair | Hinges | FBB179 | Stanley |
| 1 | Each | Classroom Lockset | ND70 PD | Schlage |
| 1 | Each | Wallstop | 407-1/2 | Ives |

GROUP 4 – Interior Door with Access Control and Motorized Operator

| | | | | |
|-------|------|----------------------|---------|---------|
| 1-1/2 | Pair | Hinges | FBB179 | Stanley |
| 1 | Each | Classroom Lockset | ND70 PD | Schlage |
| 1 | Each | Wallstop | 407-1/2 | Ives |
| 1 | Each | Card Reader | | |
| 1 | Each | Door Position Switch | | |
| 1 | Each | Request to Exit | | |

NOTE: Door to provide hardware for Staff/authorized personnel to gain access with card reader when locked. Refer to Section 28-1300 Access Control for manuf/brand of access control hardware listed above. Staff/authorized personnel to swipe card reader with credentials and doors shall open if locked.

GROUP 5 – Existing Exterior with Access Control

| | | | | |
|---|------|----------------------|-------------|----------------|
| 1 | Each | Electric Strike | 5200 Series | HES/Assa Abloy |
| 1 | Each | Door Position Switch | | |
| 1 | Each | Request to Exit | | |

NOTE: Door to provide hardware necessary for Staff/authorized personnel to gain access with card reader when locked. Refer to Section 28-1300 Access Control for manuf/brand of access control hardware listed above. Staff/authorized personnel to swipe card reader with credentials and doors shall unlock.

GROUP 6 – Glass Door

| | | | | |
|---|------|--------------|--------------------|------|
| 1 | Set | Pivot Hinges | By Section 10-2310 | |
| 1 | Set | Pulls | By Section 10-2310 | |
| 2 | Each | Floorstop | FS 17 | Ives |

END OF SECTION

**SECTION 08-8000
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazing units.
- B. Plastic films.
- C. Plastic films, same pattern and manufacturer as Wall Coverings.

1.02 RELATED REQUIREMENTS

- A. Section 08-1416 - Flush Wood Doors: Glazed lites in doors.
- B. Section 09-7200 Wall Coverings: vinyl wall covering.
- C. Section 10-2310 - Glazed Interior Walls and Door Assemblies: Glass panels.

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Plastic Film Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 GLAZING UNITS

- A. Type G-2 - Monolithic Interior Vision Glazing:
 - 1. Applications: Interior glazing unless otherwise indicated.
 - 2. Glass Type: Fully tempered float glass.
 - 3. Tint: Clear.
 - 4. Thickness: 1/4 inch, nominal.

2.03 PLASTIC FILMS

- A. Decorative Plastic Film: Polyester type.
 - 1. Application: Locations as indicated on drawings, typical glazing film.
 - 2. Series Type: Frost.
 - 3. Color: Frost.
 - 4. Thickness Without Liner: 3.2 inch (mils).
 - 5. Decorative Pattern: Printed, 3M FASARA Glass Finishes Stripe, SH2PTST 1270, String.
 - 6. Width: 50 inch.
 - 7. Manufacturers:
 - a. 3M Company - Commercial Solutions Division.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- B. Decorative Plastic Film: Vinyl type.
 - 1. Application: Feature Wall Location- to align and integrate with Wall Covering - Section 09-7200.
 - 2. Manufacturer: MDC, same as vinyl wall covering.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION - PLASTIC FILM

- A. Install plastic film with adhesive, applied in accordance with film manufacturer's instructions.
- B. Place without air bubbles, creases or visible distortion.
- C. Install film tight to perimeter of glass and carefully trim film with razor sharp knife. Provide 1/16 inch to 1/8 inch gap at perimeter of glazed panel unless otherwise required. Do not score the glass.

3.04 FIELD QUALITY CONTROL

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

3.05 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove non-permanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

END OF SECTION

**SECTION 09-2116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.
- D. Prime paint on walls and ceilings to receive textured finish.
- E. Textured finish system.
- F. Acoustic (sound-dampening) wall and ceiling board.

1.02 RELATED REQUIREMENTS

- A. Section 06-1000 - Rough Carpentry: Building framing and sheathing.
- B. Section 06-1000 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07-9005 - Joint Sealers: Acoustic sealant.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017.
- B. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing 2003 (Reapproved 2009).
- C. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2019b.
- D. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs 2018.
- E. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2014.
- F. GA-216 - Application and Finishing of Gypsum Panel Products 2016.
- G. GA-600 - Fire Resistance Design Manual 2015.
- H. ICC (IBC) - International Building Code 2015.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on gypsum board and accessories.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire Rated Assemblies: Provide completed assemblies complying with applicable code.
 - 1. ICC IBC Item Numbers: Comply with applicable requirements of ICC IBC for the particular assembly.
 - 2. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum: www.americangypsum.com.
 - 2. CertainTeed Corporation: www.certainteed.com/#sle.
 - 3. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 - 4. National Gypsum Company: www.nationalgypsum.com/#sle.
 - 5. USG Corporation: www.usg.com/#sle.
 - 6. Substitutions: See Section 01-6000 - Product Requirements.

- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
- C. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Ceilings, unless otherwise indicated.
 - 2. Thickness: 5/8 inch.
 - 3. Edges: Tapered.

2.03 ACCESSORIES

- A. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- C. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- D. Textured Finish Materials: Latex-based compound; plain.
- E. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- F. Adhesive for Attachment to Wood ASTM C557 and Wood ASTM C557:

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.06 TEXTURE FINISH

- A. Prime paint prior on all walls and ceilings designated to receive spray textured finish.
- B. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.
- C. Texture Required: Light orange peel texture. Match existing texture.
- D. Level 5 finish per above for entire feature wall at Youth Glass Wall area.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

**SECTION 09-5100
ACOUSTICAL CEILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings 2017.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions 2020.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products 2019.
- E. CAL (CHPS LEM) - Low-Emitting Materials Product List; California Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.

1.05 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. USG: www.usg.com.
 - 3. Or approved. .
- B. Acoustical Panels: Painted mineral fiber, ASTM E1264 Type III, with the following characteristics:
 - 1. VOC Content: As specified in Section 01-6116.
 - 2. Size: 24 by 48 inches.
 - 3. Thickness: 5/8 inches.
 - 4. Light Reflectance: 87 percent, determined in accordance with ASTM E1264.
 - 5. NRC Range: 80 to .80, determined in accordance with ASTM E1264.
 - 6. Edge: Square.
 - 7. Surface Pattern: Non-directional fissured.
 - 8. Armstrong Model: "Fine Fissured", square lay-in, #1729. Match existing.

2.02 SUSPENSION SYSTEM

- A. Manufacturers:
 - 1. Same as for acoustical units.

- B. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; heavy-duty.
 - 1. Profile: Tee; 15/16 inch wide face.
 - 2. Finish: White painted.
 - 3. Products:
 - a. Prelude by Armstrong.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
 - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Seismic Restraint
 - 1. Armstrong Seismic Rx Suspension System, ICC Report ESR-1308
 - 2. BERC-2 clips required on two adjacent walls, with grid attached to wall perimeter molding on opposite walls.
 - 3. BERC-2 clips attached to main grid beam and cross tees.
 - 4. Install in strict accordance with manufacture requirements to meet seismic requirements.

PART 3 EXECUTION

3.01 INSTALLATION - SUSPENSION SYSTEM

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- C. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- G. Do not eccentrically load system or induce rotation of runners.
- H. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.
- I. Suspended ceiling system shall be braced for lateral loads. Contractor shall brace as follows or as required to meet ASTM C636 and as required to comply with Seismic Design Category D, per ASCE Standards.
 - 1. Contractor shall submit design calculations substantiating lateral restraint or shall install (4) no. 12 gauge wires to main runner within 2 inches of cross runner intersections and splayed out 90 degrees, at a maximum angle of 45 degrees. Lateral support wires to be spaced at 12'-0" maximum each way, 4'-0" maximum from wall. Attachment of the restraint wires to structure above shall be adequate for load imposed. Provide compression strut at each group of restraint wires.

3.02 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.

3.03 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

**SECTION 09-6500
RESILIENT FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient tile, Luxury Vinyl Tile (LVT) flooring.
- B. Cove base.
- C. Resilient base.
- D. Installation accessories.

1.02 RELATED REQUIREMENTS

- A. INTERIOR FINISH SCHEDULE located in Drawings.

1.03 REFERENCE STANDARDS

- A. ASTM F1303 - Standard Specification for Sheet Vinyl Floor Covering with Backing 2004 (Reapproved 2014).
- B. ASTM F1861 - Standard Specification for Resilient Wall Base 2016.
- C. ASTM F2034 - Standard Specification for Sheet Linoleum Floor Covering 2018.
- D. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2019.
- E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.

1.05 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 TILE FLOORING

- A. Luxury Vinyl Tile (LVT-1, 2, 3): Heavy Commercial Luxury Vinyl Tile with Fiberglass.
 - 1. Manufacturers:
 - a. ShawContract - Basis of Design.
 - b. Milliken.
 - c. Substitutions: See Section 01-6000 - Product Requirements.
 - 2. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
 - 3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
 - 4. Tile Size: 9 by 48 inch.
 - 5. Wear Layer Thickness: 20 mil, (2.0 mm).
 - 6. Total Thickness: 0.197 inch.
 - 7. Color: As indicated on drawings.
 - 8. Style: Shaw "Unite" Collection, style number 0927V

2.02 RESILIENT BASE

- A. Resilient Base (RBR1): ASTM F1861; top set Style B, Cove.
 - 1. Manufacturers:
 - a. Burke Flooring: www.burkeflooring.com.
 - b. Tarkettna.
 - c. Johnsonite, a Tarkett Company: www.johnsonite.com/#sle.
 - d. Roppe Corp: www.roppe.com/#sle.
 - e. Substitutions: See Section 01-6000 - Product Requirements.
 - 2. Height: 4 inch, refer to INTERIOR FINISH SCHEDULE.
 - 3. Thickness: 1/8 inch thick.
 - 4. Finish: Satin.
 - 5. Length: Roll.
 - 6. Color: As indicated on drawings.

2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
 - 1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- C. Moldings, Transition and Edge Strips: Same material as flooring.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is fully cured.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints and butt seams tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

3.04 SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns carefully at seams.
- B. Double cut sheet at seams.
- C. Lay flooring with tightly butted seams, without any seam sealer unless otherwise indicated.

3.05 RESILIENT TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Spread adhesive with notched trowel. Place tile carefully and accurately to avoid repositioning. Roll each section immediately, in both directions with a minimum 100 lb. three-section roller, then re-roll entire floor, in both directions with 1 hour. Hand roll in areas that cannot be reached with a big roller.
- C. Prohibit furniture, fixtures, wash or wax on floor for minimum of 48 hours after installation complete.
- D. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- E. Install square tile to directed pattern. Allow minimum 1/2 full size tile width at room or area perimeter.
- F. Install plank tile with a random offset of at least 6 inches from adjacent rows.

3.06 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.07 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

3.08 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

**SECTION 09-6813
TILE CARPETING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile, fully adhered.
- B. Removal of existing carpet.

1.02 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source 2019a, with Editorial Revision (2020).
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2019, with Editorial Revision (2020).
- C. CRI 104 - Standard for Installation of Commercial Carpet 2015.
- D. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2019.

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.
 - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Tile Carpeting:
 - 1. ShawContract; Basis of Design, see below.
 - 2. Substitutions: See Section 01-6000 - Product Requirements.

2.02 MATERIALS

- A. Tile Carpeting, Type CPT-1, CPT- 3, and CPT- 4: Multi-Level Pattern Loop, manufactured in one color dye lot.
 - 1. Product: Style Number: ST305/ST306, Collection: "Living Systems" manufactured by ShawContract.
 - 2. Tile Size: 9 x 36 inch, nominal.
 - 3. 100% Solution dyed.
 - 4. Thickness: 0.262 inch.
 - 5. Texture Appearance Retention Rating (TARR): Severe.
 - 6. Color: see Finish Schedule.
 - 7. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 - 8. Maximum Electrostatic Charge: 3.5 Kv. at 20 percent relative humidity.
 - 9. Gage: 1/10 inch.
 - 10. Pile Weight: 22 oz/sq yd, (tufted weight).
 - 11. Primary Backing Material: synthetic.
 - 12. Soil Release Technology: SSP Shaw Soil Protection.
- B. Tile Carpeting, Type CPT- 2: Multi-Level Pattern Loop, manufactured in one color dye lot.
 - 1. Product: Style Number: 5T 141, Collection: "The Park" manufactured by ShawContract.

2. Tile Size: 9 x 36 inch, nominal.
 3. 100% Solution dyed.
 4. Thickness: 0.287 inch.
 5. Texture Appearance Retention Rating (TARR): Severe.
 6. Color: see Finish Schedule.
 7. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 8. Maximum Electrostatic Charge: 3.5 Kv. at 20 percent relative humidity.
 9. Gage: 1/10 inch.
 10. Pile Weight: 24 oz/sq yd, (tufted weight).
 11. Primary Backing Material: synthetic.
 12. Soil Release Technology: SSP Shaw Soil Protection.
- C. Tile Carpeting, Type CPT-5, CPT- 8: Multi-Level Pattern Loop, manufactured in one color dye lot.
1. Product: Style Number: ST 310, Collection: "Living Systems" manufactured by ShawContract.
 2. Tile Size: 9 x 36 inch, nominal.
 3. 100% Solution dyed.
 4. Thickness: 0.318 inch.
 5. Texture Appearance Retention Rating (TARR): Severe.
 6. Color: see Finish Schedule.
 7. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 8. Maximum Electrostatic Charge: 3.5 Kv. at 20 percent relative humidity.
 9. Gage: 1/10 inch.
 10. Pile Weight: 24 oz/sq yd, (tufted weight).
 11. Primary Backing Material: synthetic.
- D. Tile Carpeting, Type CPT- 6, CPT-7: Multi-Level Pattern Loop, manufactured in one color dye lot.
1. Product: Style Number: 5T1398, Collection: "The Park" manufactured by ShawContract.
 2. Tile Size: 18 x 36 inch, nominal.
 3. 100% Solution dyed.
 4. Thickness: 0.345 inch.
 5. Texture Appearance Retention Rating (TARR): Severe.
 6. Color: see Finish Schedule.
 7. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 8. Maximum Electrostatic Charge: 3.5 Kv. at 20 percent relative humidity.
 9. Gage: 1/10 inch.
 10. Pile Weight: 32 oz/sq yd, (tufted weight).
 11. Primary Backing Material: synthetic.
 12. Soil Release Technology: SSP Shaw Soil Protection.
- E. Walk-Off Tile Carpeting:
1. Product: Style Number: 5T 031, Collection: "Stepping Out", manufactured by ShawContract.
 2. Manufactured in one color dye lot.
 3. Dye method: Solution Dyed.
 4. Tufted yarn weight: 49.0 oz./square yard.
 5. Model: Beyond The Door.
 6. Color: refer to Finish Schedule.
 7. Tile Size: 24 x 24 inch, nominal.
 8. Thickness: 0.362 inch.
 9. Maximum Electrostatic Charge: 3.5 Kv. at 20 percent relative humidity.
 10. Adhesive per Manufacturer.

11. Soil Release Technology: Inherent Stain Resistance.

2.03 ACCESSORIES

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: Embossed aluminum, color as selected by Architect.
- C. Adhesives:
 - 1. Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GLP) certified; in lieu of labeled product, independent test report showing compliance is acceptable.
- D. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- D. Vacuum clean substrate.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Fully adhere carpet tile to substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

END OF SECTION

**SECTION 09-7200
WALL COVERINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation and prime painting.
- B. Wall covering and borders.

1.02 RELATED REQUIREMENTS

- A. Section 08-8000 - Glazing: glazing film.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on wall covering and adhesive.
- C. Shop Drawings: Indicate wall elevations with seaming layout.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inspect roll materials at arrival on site, to verify acceptability.
- B. Protect packaged adhesive from temperature cycling and cold temperatures.
- C. Do not store roll goods on end.

PART 2 PRODUCTS

2.01 WALL COVERINGS

- A. General Requirements:
 - 1. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.
- B. Wall Covering: vinyl, complying with the following:
 - 1. Total Thickness: 0.017 to 0.027 mil.
 - 2. Total Weight: 17 oz/sq yd.
 - 3. Roll Width: 54-60 inches.
 - 4. Color: See Drawings.
 - 5. Manufacturers:
 - a. MDC, for further information and pricing, contact Kyle K. Wiggins, Industry IIDA, MDC Interior Solutions. KWiggins@mdcwall.com, (773) 791-3841, Customer Service (847) 437-4000.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- C. Adhesive: Type recommended by wall covering manufacturer to suit application to substrate.
- D. Termination Trim: Extruded plastic, clear.
- E. Substrate Filler: As recommended by adhesive and wall covering manufacturers; compatible with substrate.
- F. Substrate Primer and Sealer: Alkyd enamel type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are prime painted and ready to receive work, and comply with requirements of wall covering manufacturer.

3.02 PREPARATION

- A. Remove gypsum board texture from existing wall. Smooth and fill to achieve Level 5 finish and prime.
- B. Fill cracks in substrate and smooth irregularities with filler; sand smooth.
- C. Wash impervious surfaces with tetra-sodium phosphate, rinse and neutralize; wipe dry.
- D. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- E. Apply one coat of primer sealer to substrate surfaces. Allow to dry. Lightly sand smooth.
- F. Vacuum clean surfaces free of loose particles.

3.03 INSTALLATION

- A. Apply adhesive and wall covering in accordance with manufacturer's instructions.
- B. Apply wall covering smooth, without wrinkles, gaps or overlaps. Eliminate air pockets and ensure full bond to substrate surface.
- C. Install termination trim.
- D. Remove excess adhesive while wet from seam before proceeding to next wall covering sheet. Wipe clean with dry cloth.

3.04 CLEANING

- A. Clean wall coverings of excess adhesive, dust, dirt, and other contaminants.
- B. Reinstall wall plates and accessories removed prior to work of this section.

3.05 PROTECTION

- A. Do not permit construction activities at or near finished wall covering areas.

END OF SECTION

**SECTION 09-9000
PAINTING AND COATING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Anti-gravity coatings as noted on exterior surfaces - concrete columns.
- D. Scope: Finish all interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Mechanical and Electrical:
 - a. In finished areas, paint all conduit, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
 - c. On the roof and outdoors, paint all equipment that is exposed to weather or to view, including that which is factory-finished.
- E. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Acoustical materials, unless specifically so indicated.
 - 8. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2016.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 8x8 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com/#sle.
 - 2. PPG Paints: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams.
 - 4. Rodda.
 - 5. Pittsburgh.
- C. Transparent Finishes:
 - 1. Same as above.
- D. Stains:
 - 1. Same as above.
- E. Primer Sealers: Same manufacturer as top coats.
 - 1. Same as above.
- F. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 - 4. Paint coating required on all sides of exposed surfaces and trim
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: As indicated on drawings.
 - 1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L - Wood, Opaque, Latex, 3 Coat:

1. One coat of latex primer sealer.
 2. Semi-gloss: Two coats of latex enamel; Benjamin Moore Paints; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276: Applied at a dry film thickness of not less than 1.2 mils per coat.
- B. Paint WI-TR-VS - Wood, Transparent, Varnish, Stain:
1. One coat of stain; Benjamin Moore Paints; Benwood Wood Finishes Penetrating Stain (234).
 2. One coat sealer.
 3. Gloss: Two coats of varnish; Benjamin Moore; Stays Clear Acrylic Polyurethane No. 423, Satin.
- C. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
1. One coat of latex primer.
- D. Paint MI-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
1. Touch-up with latex primer.
 2. Gloss: Two coats of latex enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.
- E. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
1. One coat of Moorcraft Super Spec Latex Enamel Undercoater & Primer Sealer No. 253: Applied at a dry film thickness of not less than 1.2 mils, primer sealer.
 2. Eggshell: Two coats of latex enamel; Moorcraft Super Spec Latex Eggshell Enamel No. 274: Applied at a dry film thickness of not less than 1.3 mils per coat.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- H. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- I. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- J. Interior Wood Surfaces to Receive Opaque 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. Back prime concealed surfaces before installation.
- K. Interior Wood Surfaces 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 lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- L. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

**SECTION 10-2310
GLAZED INTERIOR WALL AND DOOR ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Framed glazed interior wall and door assemblies.

1.02 RELATED REQUIREMENTS

- A. Section 08-7100 - Door Hardware.
- B. Hardware Schedule.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2020.
- C. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM C1036 - Standard Specification for Flat Glass 2016.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- G. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).
- H. ASTM E413 - Classification for Rating Sound Insulation 2016.
- I. BHMA A156.4 - American National Standard for Door Controls - Closers 2013.
- J. WDMA I.S. 1A - Interior Architectural Wood Flush Doors 2013.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's descriptive literature for each component in partition assembly.
- C. Shop Drawings: Drawings showing layout, dimensions, identification of components, and interface with adjacent construction.
- D. Design Data: Design calculations, bearing seal and signature of structural engineer licensed to practice in the State in which the Project is located, showing loads at points of attachment to the building structure.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Framed Glazed Interior Wall and Door Assemblies:
 - 1. Ki, ki.com, for further information and pricing, contact Kyle K. Wiggins, Industry IIDA, MDC Interior Solutions. KWiggins@mdcwall.com, (773) 791-3841, Customer Service (847) 437-4000.
 - 2. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Acoustical Performance: Provide glass partitions and door assemblies tested by qualified testing agency, calculated in accordance with ASTM E413, tested in accordance with ASTM E90, and rated for not less than Sound Transmission Class (STC) indicated.
 - 1. Partition STC Rating: 35, minimum, for framed partition.
 - 2. Door STC Rating: 18, minimum, for sliding door.

2.03 FRAMED GLAZED INTERIOR WALL AND DOOR ASSEMBLIES

- A. Framed Glazed Interior Wall Assembly: Factory fabricated assemblies consisting of center-glazed perimeter channel frames, butt-glazed dry joints and framed joints between panels.
 - 1. Configuration: As indicated on drawings.
 - 2. Channel Frame: 2-1/4 inch wide by 3 inch deep.
 - 3. Surface mounted to face of wall as indicated on drawings.
 - 4. Frame Finish: Class II natural anodized.
 - 5. Perimeter Anchors: Steel, properly separated from aluminum framing.
 - 6. Coordinate wall and door assembly preparation and provide hardware as necessary for fully operable installation.
 - 7. Design system to withstand normal operation without damage, racking, sagging, or deflection.
 - 8. Factory assembled to greatest extent practical; may be disassembled to accommodate shipping constraints.
- B. Pivoting Glass Doors: Patch fittings at head and sill on pivot side and at lock and strike on swing side.
 - 1. Door Configuration: As indicated on drawings.
 - 2. Glass Thickness: 1/2 inch, tempered.
 - 3. Fittings Finish: Class II natural anodized.
 - 4. Door Hardware: Pair of pull handles, both sides, 4 total required.
 - 5. Door Hardware: Refer to below and to Section 08-7100, including Hardware Schedule.
 - 6. Provide accessories as required for complete installation.
- C. Pivoting Flush Wood Doors: Complying with WDMA I.S. 1A standards, Premium Grade, with AA Grade veneer faces.
 - 1. Door Configuration: As indicated on drawings.
 - 2. Door Width: 36 inch.
 - 3. Door Height: As scheduled.
 - 4. Thickness: 1-3/4 inch.
 - 5. Refer to Flush Wood Doors, Section 08-1416.
 - 6. Door Hardware: Refer to below, Section 08-7100, including Hardware Schedule.

2.04 FITTINGS AND HARDWARE

- A. Floor Mounted Concealed Closers and Top Pivots: Non-handed closer for single-acting doors with mechanical backcheck, and meeting requirements of BHMA A156.4, Grade 1.
 - 1. Application: Center hung, with swing as indicated on drawings.
 - 2. Hold Open: Fixed.
 - 3. Door Weight: 260 lbs, maximum.
 - 4. Closer Dimensions: 3-1/4 inch wide by 11-1/4 inch long by 2 inch deep with stainless steel cover plate. Confirm with manufacturer.
 - 5. Cover Plate Finish: match other hardware finishes.
 - 6. Provide accessories as required for complete installation.
- B. Non-Locking Ladder Pulls: Tubular pull handles.
 - 1. Mounting: Vertically.
 - 2. Diameter: 1-3/8 inch.
 - 3. Length: 42 inch.
 - 4. Pull Material: Stainless steel.
 - 5. Provide accessories as required for complete installation.
 - 6. Manufacturers:
 - a. Forms + Surfaces, DT1014 Series.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

2.05 MATERIALS

- A. Glass: Flat glass meeting requirements of ASTM C1036, Type I - Transparent Flat Glass, Class 2 - Tinted, Quality Q3, fully tempered in accordance with ASTM C1048, Kind FT, and as follows:
 - 1. Thickness: 1/2 inch.
 - 2. Color: Clear.
 - 3. Prepare glazing panels for indicated fittings and hardware before tempering.
 - 4. Polish edges that will be exposed in finished work to bright flat polish.
 - 5. Temper glass materials horizontally; visible tong marks or tong mark distortions are not permitted.
- B. Aluminum Components: Complying with ASTM B221 (ASTM B221M), alloy 6063, T5 temper.
- C. Sealant: One-part silicone sealant, complying with ASTM C920, clear.

2.06 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify floor flatness of 1/8 inch in 10 feet, non-cumulative.
- B. Do not begin installation until supports and adjacent substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean substrates thoroughly prior to installation.
- B. Prepare substrates using the methods recommended by the manufacturer for achieving acceptable result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install in accordance with glazed interior wall and door assembly manufacturer's instructions.
- B. Fit and align glazed interior wall and door assembly level and plumb.

3.04 ADJUSTING

- A. Adjust glazed interior wall and door assembly to operate smoothly from sliding or pivoting positions.
- B. Adjust swing door hardware for smooth operation.

3.05 CLEANING

- A. Remove protective film from exposed metal surfaces.
- B. Metal: Clean exposed metal finishes with potable water and mild detergent, in accordance with manufacturer recommendations; do not use abrasive materials or chemicals, detergents or other substances that may damage the material or finish.
- C. Glass and Glazing: Clean glazing surfaces; remove excess glazing sealant compounds, dirt, and other substances.

3.06 CLOSEOUT ACTIVITIES

- A. Demonstrate operation of glazed interior wall and door assembly and identify potential operational problems.

3.07 PROTECTION

- A. Protect installed products until Date of Substantial Completion.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

3.08 SCHEDULE

- A. Youth/Childrens Collection Entry Wall: Opening approximately 19'-6" x 9'-8" including double glass doors. Field verify.
- B. Meeting Room: Opening approximately 18'-0" x 8'-0" including single wood door. Field verify.
- C. Quiet Reading Room: Opening approximately 20'-6" x 8'-9". Field verify.

END OF SECTION

**SECTION 10-2600
WALL AND DOOR PROTECTION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Corner guards.
- B. Protective wall covering.

1.02 REFERENCE STANDARDS

- A. ASTM D256 - Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics 2010 (Reapproved 2018).
- B. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents 2020.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.
- D. ASTM F476 - Standard Test Methods for Security of Swinging Door Assemblies 2014.

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate physical dimensions, features, wall mounting brackets with mounted measurements, anchorage details, and rough-in measurements.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wall and door protection items in original, undamaged protective packaging. Label items to designate installation locations.
- B. Protect work from moisture damage.
- C. Protect work from UV light damage.
- D. Do not deliver products to project site until areas for storage and installation are fully enclosed, and interior temperature and humidity are in compliance with manufacturer's recommendations for each type of item.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Corner Guards:
 - 1. Construction Specialties, Inc: www.c-sgroup.com/#sle.
 - 2. Inpro: www.inprocorp.com/#sle.
 - 3. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PERFORMANCE CRITERIA

- A. Impact Strength: Unless otherwise noted, provide protection products and assemblies that have been successfully tested for compliance with applicable provisions of ASTM D256 and/or ASTM F476.
- B. Chemical and Stain Resistance: Unless otherwise noted, provide protection products and assemblies with chemical and stain resistance complying with applicable provisions of ASTM D543.

2.03 PRODUCT TYPES

- A. Corner Guards - Surface Mounted:
 - 1. Material: High impact vinyl.
 - 2. Corner: Square.
 - 3. Color: As indicated.
 - 4. Length: One piece.
 - 5. Style: Inpro Tape-On Corner Guards, textured rigid vinyl, 3 inch wide, see Drawing for heights.

- B. Protective Wall Covering:
 - 1. Material: Polyethylene terephthalate (PET or PETG); PVC and PBTs-free.
 - 2. Thickness: 0.060 inch.
 - 3. Color: As selected from manufacturer's standard colors.
 - 4. Texture: Suede.
 - a. Texture Direction: Horizontal.
 - 5. Accessories: Provide manufacturer's standard color-matched trim and moldings.
 - 6. Mounting: Adhesive.

2.04 FABRICATION

- A. Fabricate components with tight joints, corners and seams.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough openings, concealed blocking, and anchors are correctly sized and located.
- B. Verify that substrate surfaces for adhered items are clean and smooth.
- C. Start of installation constitutes acceptance of project conditions.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to supporting construction.
- B. Position corner guard 4 inches above finished floor to height as indicated in Drawings.
- C. Position protective wall covering no less than 1 inch above finished floor to allow for floor level variation.
 - 1. Full-Height Installation: Establish a plumb line located at edge of starting point of first sheet to ensure following sheets will be installed plumb.
 - 2. Wainscot Installation: Establish a level line at the specified height for entire length of run. Install by aligning top of edge of covering with this line.
 - 3. Apply adhesive with 1/8 inch V-notch trowel to an area of wall surface that can be completed within cure time of the adhesive.
 - 4. Install trim pieces as required for a complete installation. Allow tolerance for thermal movement.
 - 5. Use a roller to ensure maximum contact with adhesive.

3.03 TOLERANCES

- A. Maximum Variation From Required Height: 1/4 inch.
- B. Maximum Variation From Level or Plane For Visible Length: 1/4 inch.

3.04 CLEANING

- A. Clean wall and door protection items of excess adhesive, dust, dirt, and other contaminants.

END OF SECTION

SECTION 23-0500

HVAC MATERIALS AND METHODS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The provisions of the General Requirements, Supplementary Requirements, and Division 1 apply to the HVAC work specified in this Division.
- B. The requirements of this Section apply to the HVAC systems specified in these Specifications and in other Division 23 sections.
- C. Provide all items, articles, materials, equipment, operations and/or methods listed, mentioned, shown and/or scheduled on the Drawings and/or in these Specifications, including all labor, supervision, services, permits, fees, and incidentals necessary and required to provide a complete and operable facility with complete systems as shown, specified, and required by applicable codes.
- D. The work shall include, but not be limited to, the following systems:
 - 1. Terminal heating and cooling equipment.
 - 2. Complete piping systems including insulation, valves, supports, etc.
 - 3. Air handling equipment including exhaust fans.
 - 4. Air distribution systems including ductwork, terminal units, dampers, insulation, and air inlets and outlets.
 - 5. Revisions to the HVAC control system.
- E. Advise subcontractor, suppliers, and vendors involved in the work specified in this Section of the applicable requirements.

1.02 QUALITY ASSURANCE

- A. All work and materials shall conform to all applicable local and state codes and all federal, state and other applicable laws and regulations. All clarifications and modifications which have been cleared with appropriate authorities are listed under the applicable sections. All electrical products shall bear the label of a recognized testing laboratory such as UL or CSA.
- B. Whenever the requirements of the Specifications or Drawings exceed those of the applicable code or standard, the requirements of the Specifications and Drawings shall govern.
- C. Codes and Standards: Comply with the provisions of the following referenced codes, standards and specifications:
 - 1. Federal Specifications (FS)
 - 2. American National Standards Institute (ANSI)
 - 3. National Electrical Manufacturer's Association (NEMA)
 - 4. National Fire Protection Association (NFPA)
 - 5. Underwriters Laboratories, Inc. (UL)
 - 6. Factory Mutual (FM)
 - 7. International Building Code (IBC) with State and Local Amendments
 - 8. International Mechanical Code (IMC) with State and Local Amendments
 - 9. Uniform Plumbing Code (UPC) with State and Local Amendments
 - 10. American Society for Testing and Materials (ASTM)
 - 11. Americans with Disabilities Act (ADA)
 - 12. International Fire Code (IFC) with State and Local Amendments
 - 13. Energy Policy Act (EPAAct)
 - 14. Manufacturers Standardization Society (MSS)
 - 15. American Gas Association (AGA)

- D. Each piece of equipment furnished shall meet all detailed requirements of the Drawings and Specifications and shall be suitable for the installation shown. Equipment not meeting all requirements will not be acceptable, even though specified by name. Where two or more units of the same class of equipment are furnished, use product of the same manufacturer; component parts of the entire system need not be products of same manufacturer. Furnish all materials and equipment, new and free from defect and of size, make, type and quality herein specified or approved by the Architect. All materials shall be installed in a neat and professional manner.
- E. All apparatus shall be built and installed to deliver its full rated capacity at the efficiency for which it was designed.
- F. The Drawings and Specifications are complementary. What is called for by one shall be as though called for by both.
- G. Drawings: Do not scale drawings for roughing-in measurements, nor use as shop drawings. Make field measurements and prepare shop drawings. Coordinate work with shop drawings of other specification divisions. See Article 3.1 for more information and requirements.
- H. Field Wiring: It is the intent of these specifications that all systems shall be complete and operable. Refer to all drawings and specifications, especially the electrical drawings, to determine voltage, phase, circuit ampacity and number of connections provided. Provide all necessary field wiring and devices from the point of connection indicated on the electrical drawings. All equipment shall be installed in compliance with the Electrical Code and the equipment's UL listing. Bring to the attention of the Architect in writing, all conflicts, incompatibilities, and/or discrepancies prior to bid or as soon as discovered.

1.03 WORK OF OTHER CONTRACTS

- A. Work under this contract shall be conducted in a manner to allow for the future installations of such equipment or items listed in other sections of this Specification.

1.04 WORK OF OTHER DIVISIONS

- A. Work under this Division shall be conducted in a manner to cooperate with the installation of such equipment or items as specified in other Divisions.
- B. Plumbing piping systems and fixtures and fire suppression piping systems are specified under other Divisions of these Specifications except for provisions or items specifically noted on the Drawings or specified herein.
- C. Consult all Drawings and Specifications in this project and become familiar with all equipment to be installed. Coordinate all aspects of the construction with the other trades on the job to ensure that all work and materials required to provide a complete and operational facility are included in the bid.
- D. All sections of Division 23 are interrelated and shall be considered in their entirety when interpreting any material, method, or direction listed in any section of Division 23. Individual sections are not written for specific Subcontractors or suppliers but for the General Contractor.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES (SUBMITTALS)

- A. Submit in accordance with Division 1 full technical and descriptive shop drawing data on proposed materials and equipment as detailed in each section.
- B. The Contractor shall verify that all equipment submitted can be delivered and installed within the time constraints of the construction period.
- C. Include the manufacturer, type, style, catalog number, complete specification, certified dimensions, and description of physical appearance for each item and option submitted. Reproduction of catalog data sheets shall be clean and legible to show all details, including gauge of metal used.

- D. Include only information on exact equipment to be installed, not general catalogs of the manufacturer. Where sheets show proposed equipment as well as other equipment, identify proposed equipment with rubber stamp arrow or similar concise method.
- E. Submit with each copy a transmittal letter verifying that all included equipment submittals have been carefully considered for quality, dimensions, function, and have been coordinated with the Drawings and Specifications. Guarantee that proposed materials will meet or exceed the quality and function of those specified.
- F. Include field wiring diagrams and connection diagrams for all control and/or low voltage systems, including floor plans.
- G. Submittal Review: The submittal review process is a means to provide quality control. The action noted to be taken (or where conflicts with the contract documents are not noted) shall not be interpreted by the Contractor as automatic "change orders." Approval of the data for substitution and shop drawings shall not eliminate the Contractor's responsibility for compliance with Drawings or Specifications, nor shall it eliminate the responsibility for freedom from errors of any sort in the data discovered prior to or after the review process. Deviations, discrepancies, and conflicts between the submittals and the Contract Documents shall be called to the Architect's attention in writing at the time of transmittal of the data.
- H. Submittals shall be in the form of PDF documents. Arrange submittals numerically with specification sections identified in tabs. All required sections shall be submitted at one time. **Partial submittals will be rejected without review.**
- I. For adhesives and sealants used on the interior of the building (inside the waterproofing system), include printed statement of volatile organic compound (VOC) content.

1.06 PRODUCT SUBSTITUTION

- A. Materials other than those specified may be approved for this project providing a written request is submitted to the Architect prior to bid in accordance with Instructions to Bidders. Requests shall include complete specifications, dimensions, manufacturer and catalog number for each item for which approval is desired. If, in the opinion of the Architect, the material is not complete or if it is not an acceptable substitute, he may reject it. The Architect's evaluation will be based solely on the material submitted.

1.07 CHANGE ORDERS

- A. All supplemental cost proposals by the Contractor shall be accompanied by a complete itemized breakdown of labor and materials without exception. At the Architect's request, the Contractor's estimating sheets for the supplemental cost proposals shall be made available to the Architect. Labor must be separated and allocated for each item of work.

1.08 RECORD DOCUMENTS

- A. Project Record (As-Installed) Drawings:
 1. Maintain a set of record drawings on the job site as directed in Division 1.
 2. Keep Drawings clean, undamaged, and up to date.
 3. Record and accurately indicate the following:
 - a. Depths, sizes, and locations of all buried and concealed piping dimensioned from permanent building features.
 - b. Locations of all valves with assigned tag numbers.
 - c. Locations of all fire dampers and other airflow control devices.
 - d. Changes, additions, and revisions due to change orders, obstructions, etc. Eradicate extraneous information.
 - e. Model numbers of installed equipment.
 4. Make Drawings available when requested by Architect for review.
 5. Submit as part of the required Project Closeout documents. Final submittal will be in the form of reproducible drawings.

6. Quality of entire set of project record drawings to match the quality of the contract documents; quality to be judged by Architect. Computer-aided design drafting (CADD) shall be used to complete project record drawings. Use standards set in contract documents. Note field modifications, all addenda, and change order items on project record drawings. If deficiencies are found in either the quality or the accuracy of the drawings, they will be returned unapproved. Additional review of subsequent submissions shall be at the Contractor's expense.
- B. Operating and Maintenance Manuals: Submit Operating and Maintenance Instructions, including manufacturer's service data, wiring diagrams, and parts lists and vendors for all serviceable items of equipment, valve charts, balancing data, final control diagrams showing final set points, duct and piping pressure test reports, equipment startup records, and any additional equipment added by change order. Provide any performance curves, data, and model numbers from submittals. Comply with provisions of Division one where applicable to the mechanical work. Submittal shall be in the form of a PDF file per specification section. Arrange submittals numerically with equipment type or classification identified in tabs. Manufactures O&M manuals shall be provided as a single PDF file that can be hyper-linked by Owner for reference. O&M manuals that are a series of PDF files will not be accepted.

1.09 WARRANTY

- A. Furnish, prior to application for final payment, three copies of written and signed guarantee effective a period of one year from date of completion and acceptance of entire project; agree to correct, repair and/or replace defective materials and/or equipment or the results of defective workmanship without additional expense to the Owner. Where no response satisfactory to the Owner has occurred within three working days from the written report of a warranty covered defect, the contractor shall agree to pay for the cost of repair of the reported defect by a contractor of the Owner's choice.
- B. Where the manufacturer's guarantee exceeds one year, the longer guarantee shall govern and include the Contractor's labor.

PART 2 PRODUCTS

2.01 GENERAL

- A. General: Provide all new materials and equipment, identical to apparatus or equipment in successful operation for a minimum of two years. Provide materials of comparable quality omitted here but necessary to complete the work. Maximum allowable variation from stated capacities, minus 5% to plus 10% as approved in each case.
- B. Compatibility: Provide products which are compatible with other portions of the work and provide products with the proper or correct power and fuel-burning characteristics, and similar adaptations for the project.
- C. Efficiency: Heating and cooling equipment shall comply with ASHRAE Standard 90.1-2010 and the State Energy Code. Where equipment efficiencies are indicated, the use of alternate or substitute manufacturer's equipment with lower efficiencies is not permitted.
- D. Storage and Handling:
 1. Delivery: Deliver to project site with manufacturer's labels intact and legible.
 2. Handling: Avoid damage.
 3. Storage: Inside protected from weather, dirt and construction dust. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping.

2.02 STARTERS AND SWITCHES

- A. Manufacturers: Cerus Industrial Model numbers are listed. General Electric, ABB, Allen Bradley, Schneider Electric, Eaton, are approved if equal. Provide starters by same manufacturer throughout project.
- B. General: Provide each motor with starter or switch as approved and recommended by manufacturer of motor or equipment of which motor is a part. All starters shall include integral disconnect.

- C. System Description
1. Single Phase Starter: Starters for 115VAC single phase motors less than 1 HP shall be capable of both manual and automatic operation. Refer to Section D for single phase starter requirements.
 2. Magnetic Starters: Starters for 3-phase motors shall be magnetic starters. Refer to Section E for magnetic starter requirements.
- D. Enclosed Full Voltage Non-Reversing (FVNR) Single Phase Starter
1. Single Phase Motor Starter Control: The single phase motor starter shall consist of a manually operated quick-make toggle mechanism lockable in the "Off" position which shall also function as the motor disconnect. Additionally, the starter shall provide thermal overload protection, run status pilot light and fault pilot light. The starter must include the capability to operate in both manual and automatic control modes. In automatic mode, the starter shall have the capability to integrate with a building automation system by providing terminals for run input, run status output and fault output. All control terminals shall be integrated in the starter. At a minimum, each single phase starter shall include an interposing run relay and current sensing status output relay. Single phase motor starter shall be in a surface mount enclosure.
 2. Approved manufacturer: Cerus Industrial, model BAS-1P or approved equal.
- E. Enclosed Full Voltage Non-Reversing (FVNR) Non-Combination Starter
1. Magnetic Motor Starters shall be enclosed in a general purpose electrical enclosure with the appropriate environmental rating.
 2. Starters shall consist of a horsepower rated magnetic contactor with a minimum of 1NO and 1NC auxiliary contacts and solid state electronic overload relay. Overload relay shall protect all three phases with a wide range current setting and trip class to allow field adjustment for specific motor FLA. Overload relay shall provide phase failure, phase loss, locked rotor and stall protection.
 3. Provide a manual reset pushbutton on the starter cover to restore normal operation after a trip or fault condition.
 4. Each starter shall include an installed 50VA control power transformer (CPT) with protected secondary. The CPT must accept the available line voltage and the control voltage shall not exceed 120V.
 5. Installed accessories shall include Hand-Off-Auto operation switch with 22mm style operator interfaces. Include LED pilot light indicators for Hand, Off, Auto, Run and Overload conditions. All pilot devices shall be water tight and dust tight.
 6. When remotely controlled by an automation system, the starter shall include remote run terminals which accept both a voltage input signal and a contact closure. The voltage run input shall accept both AC and DC signals including 24VAC, 120VAC, 24VDC and 48VDC to allow direct connection of the transistorized automation signal to the starter.
 7. In applications where the motor is interlocked with a damper or valve, the actuator control must reside within the starter enclosure. The starter must provide a voltage output to operate the actuator to open the damper or valve without closing the motor circuit. The starter will only close the motor circuit and start the motor after it has received a contact closure from a limit or end switch confirming the damper or valve position.
 8. Manufacturer shall provide and install tags with engraved white lettering to designate equipment served.
- F. Enclosed Full Voltage Non-Reversing (FVNR) Combination Starter / Disconnect
1. Magnetic Motor Starters shall be enclosed in a general purpose electrical enclosure with the appropriate environmental rating.
 2. Starters shall consist of a horsepower rated magnetic contactor with a minimum of 1NO and 1NC auxiliary contacts and solid state electronic overload relay. Overload relay shall protect all three phases with a wide range current setting and trip class to allow field adjustment for specific motor FLA. Overload relay shall provide phase failure, phase loss, locked rotor and stall protection.
 3. Provide a manual reset pushbutton on the starter cover to restore normal operation after a trip or fault condition.
 4. Each starter shall include an installed 50VA control power transformer (CPT) with protected secondary. The CPT must accept the available line voltage and the control voltage shall not exceed 120V.

5. Installed accessories shall include Hand-Off-Auto operation switch with 22mm style operator interfaces. Include LED pilot light indicators for Hand, Off, Auto, Run and Overload conditions. All pilot devices shall be water tight and dust tight.
 6. When remotely controlled by an automation system, the starter shall include remote run terminals which accept both a voltage input signal and a contact closure. The voltage run input shall accept both AC and DC signals including 24VAC, 120VAC, 24VDC and 48VDC to allow direct connection of the transistorized automation signal to the starter.
 7. In applications where the motor is interlocked with a damper or valve, the actuator control must reside within the starter enclosure. The starter must provide a voltage output to operate the actuator to open the damper or valve without closing the motor circuit. The starter will only close the motor circuit and start the motor after it has received a contact closure from a limit or end switch confirming the damper or valve position.
 8. Provide and install tags with engraved white lettering to designate equipment served.
 9. Enclosed combination starters shall include all of the magnetic starter requirements in addition to a disconnecting method. Acceptable disconnects include: motor circuit protectors or UL 489 circuit breakers. All disconnects shall include a lock-out mechanism when in the off position.
 10. The Motor Circuit protector shall be a UL listed 508 current limiting manual motor starter with magnetic trip elements only. The breaker shall carry a UL 508F rating (up to 100A frame size) which provides for coordinated short circuit rating for use with the motor contactor and provides a minimum interrupting rating of 30,000 AIC for the combination starter.
 11. Disconnect shall be UL 98 suitable for service entrance protection.
 12. UL 489 breaker shall include thermal and magnetic trip mechanisms.
 13. Provide over/under voltage and phase monitoring capability. Monitor shall be field adjustable for both over and under voltage levels and a delay time before returning to normal operation after a trip.
- G. Quality Assurance
1. Manufacturer shall provide a five year warranty on the complete starter assembly.
 2. The starter assembly shall be UL listed under UL 508A.

2.03 SOLID-STATE, VARIABLE-SPEED MOTOR CONTROLLERS

- A. General: Controllers listed and labeled as a complete unit and arranged to provide variable speed of a standard NEMA Design B 3-phase induction motor by adjusting output voltage and frequency of controller. Designed and rated by the manufacturer for the type of load (e.g., fans, blowers, and pumps) used and also approved by the manufacturer for the type of connection used between the motor and load (direct connection or power transmission connection).
- B. Input Line Reactors: 5% for reduction of harmonics.
- C. Output Line Reactors: Specially designed and constructed for IGBT controllers and designed to protect motor from voltage spikes over 150% of the bus voltage. Required where controller to motor cable length exceeds 50 feet. Provide dV/dT filters for 460 volt motors with cable lengths in excess of 300'.
- D. In lieu of providing line reactors, the drive manufacturers may submit a power system analysis demonstrating compliance with IEEE 519.
- E. Ratings:
 1. Output Ratings: 3-phase, 6 to 60 Hz, with voltage proportional to frequency throughout the voltage range.
 2. Starting Torque: 100 percent of rated torque, or as indicated.
 3. Speed Regulation: Plus or minus 1 percent.
 4. Ambient Temperature: 0° C to 40° C.
 5. Efficiency: 98 percent at normal power levels.
- F. Isolated Control Interface: Allow the controller to follow one of the following over an 11:1 speed range:
 1. Electrical Signal: 4 to 20 milliamperes at 24 V.

- G. Internal Adjustability: Provide the following internal adjustment capabilities:
 1. Minimum Speed: 5 to 25 percent of maximum RPM.
 2. Maximum Speed: 80 to 100 percent of maximum RPM.
 3. Acceleration: 2 to 22 seconds.
 4. Deceleration: 2 to 22 seconds.
 5. Current Limit: 50 to 110 percent of maximum rating.

- H. Self-Protection and Reliability Features:
 1. Input transient protection by means of surge suppressors.
 2. Snubber networks to protect against malfunction due to system voltage transients.
 3. Motor Overload Relay: Adjustable and capable of NEMA class 10 performance.
 4. Notch filter to prevent operation of the controller-motor-load combination at a natural frequency of the combination.
 5. Instantaneous Overcurrent Trip.
 6. Loss of Phase Protection.
 7. Reverse Phase Protection.
 8. Under- and Over-Voltage Trips.
 9. Overtemperature Trip.
 10. Short Circuit Protection.

- I. Automatic Reset/Restart: Attempt three restarts after controller fault or on return of power to the system following an interruption and before shutting down for manual reset or fault correction. Provide for restarting during deceleration without damage to the controller, motor, or load.

- J. Serial Communications: The VFD shall have an EIA-485 port as standard. The standard protocols shall be Modbus and BACnet MS/TP. The use of third party gateways and multiplexers is not acceptable. All protocols shall be certified by the governing authority (i.e. BTL Listing for BACnet).

- K. EMI / RFI filters: All VFDs shall include onboard EMI/RFI filters. The onboard filters shall allow the entire VFD assembly to be CE Marked and the VFD shall meet product standard EN61800-3 for the First Environment restricted. No Exceptions.

- L. Operation and Maintenance Features: Include:
 1. Status Lights: Door-mounted LED indicators to indicate power on, run, overvoltage, line fault, overcurrent, and external fault.
 2. Elapsed Time Meter.
 3. Panel-Mounted Operator Station: Start-stop and auto-manual selector switches with manual speed control potentiometer.
 4. Current-Voltage-Frequency Indicating Devices: Mount meters or digital readout device and selector switch flush in controller door and connect to indicate controller output.
 5. Provide with non-fused disconnect rated for drive capacity. Disconnect shall be UL 98 suitable for service entrance.

- M. For drives to be mounted outside install in a NEMA 3R enclosure with ventilation fan to control cabinet temperature below 135°F.

- N. Acceptable Manufacturers: Subject to compliance with requirements.
 1. ABB Power Distribution, Inc.

2.04 ACCESS PANELS

- A. Manufacturers: Inryco/Milcor, Bilco, Elmdor, Karp, Potter-Roemer or accepted substitute. Inryco/Milcor Style DW, K, or M panels as required by construction.

- B. Construction: Flush style, fire rated in fire rated partitions and ceilings. Provide flush key cylinder locks on all access panels less than 8' above the floor in public spaces. Turn keys over to Owner at project completion. Screwdriver latches on all others.

- C. Floor Access Doors:
 1. Provided with recessed pan to receive floor material to match adjacent.
 2. Frame shall be 1/4" extruded aluminum with built-in neoprene cushion and continuous anchor flange.

3. Door shall be 1/4" aluminum plate reinforced with aluminum stiffeners as required.
4. Stainless steel hinges shall be bolted to underside and pivot on torsion bars that counterbalance the door for easy operation.
5. Door shall open 90 degrees and lock automatically in that position. A vinyl grip handle shall be provided to release the cover for closing.
6. Door shall be built to withstand a live load of 150 lbs per sq. ft. and equipped with a cylinder lock and threaded cover plug.
7. Aluminum shall be mill finish.
8. Installation shall be in accordance with manufacturer's instructions.
9. Manufacturer shall guarantee against defects in material or workmanship for a period of five years.
10. Bilco Type TER or approved.

2.05 HANGERS AND SUPPORTS

- A. General: Provide factory-fabricated horizontal piping hangers, clamps, hanger rod, inserts, supports, etc., of the indicated MSS type and size. The Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry Practice SP-58 and SP-69 are referenced in this section.
- B. Manufacturers: B-Line, Carpenter & Paterson, Grinnell, Michigan, Superstrut, Tolco, Erico, or accepted substitute. Grinnell figure numbers in parentheses where applicable (or other manufacturers as noted).
- C. Corrosion Protection: Provide materials which are zinc plated or factory painted to prevent corrosion. Prevent electrolysis in the support of copper tubing by the use of copper hangers (copper coated alone is not sufficient), strut cushion, or at least two layers of UPC 10 mil tape.
- D. Seismic Requirements: Provide seismic restraints in accordance with OSSC Section 1613. Design restraint systems in accordance with "Seismic Restraint Manual: Guidelines for Mechanical Systems," Second Edition, 1998, SMACNA, or "A Practical Guide to Seismic Restraint" ASHRAE RP-812, 1999.
- E. Horizontal Piping Hangers and Supports:
 1. Adjustable Clevis Hanger: MSS Type 1 (Fig. 260).
 2. Adjustable Band Hanger: MSS Type 7 (Fig. 97), fabricated from steel.
 3. Adjustable Swivel-Band Hanger: MSS Type 10 (Fig. 70).
 4. Clamp: MSS Type 4 (Fig. 212, 216).
 5. Double-Bolt Clamp: MSS Type 3 (Fig. 295A, 295H), including pipe spacers.
 6. Adjustable Saddle-Support: MSS Type 36 (Fig. 258) and MSS Type 37 (Fig. 259), including saddle, pipe and reducer. Fabricate base-support from steel pipe and include cast-iron flange or welded-steel plate.
 7. Channel Support System: Galvanized, 12 gauge channel and bracket support systems, single or double channel as indicated on the Drawings or as required by piping and equipment weights. Grinnell "Power Strut" channel. Acceptable Manufacturers: Super Strut, Globestrut, Bee, Kindorf or Unistrut.
- F. Vertical Pipe Clamps:
 1. Two-Bolt Riser Clamp: MSS Type 8 (Fig. 261).
 2. Four-Bolt Riser Clamp: MSS Type 42 include pipe spacers at inner bolt-holes.
- G. Hanger Attachment:
 1. Hanger Rod: Rolled threads, zinc plated. Right hand threaded.
 2. Turnbuckles: MSS Type 13 (Fig. 230).
 3. Weldless Eye-Nut: MSS Type 17 (Fig. 290).
 4. Malleable Eye-Socket: MSS Type 16 (Fig. 110R).
 5. Clevises: MSS Type 14 (Fig. 299).
- H. Building Attachments:
 1. Concrete Inserts: MSS Type 18 (Fig. 282), steel or Grinnell Power-Strut PS349 continuous channel. Acceptable Manufacturers: Michigan Hanger, Globestrut, Unistrut, Super Strut.
 2. Clamps: MSS Type 19 (Fig. 285, 281), Type 20, 21 (Fig. 225, 226, 131), Type 23 (Fig. 86, 87, 88), Type 25 (Fig. 227), Type 27 through 30 where applicable.

2.06 IDENTIFICATION MARKERS

- A. Pipe Markers:
 - 1. Adhesive pipe markers of width, letter size and background color conforming to ANSI A13.1.
 - 2. Acceptable Manufacturers: Brady B946 with arrow banding tape or similar Seaton, Zeston, MSI.
- B. Duct Markers:
 - 1. Adhesive duct markers 2 1/4"x14" with black text indicating contents on white background with directional flow arrow.
 - 2. Acceptable Manufacturers: Brady B946 or similar Seaton, Zeston, MSI.
- C. Nameplates:
 - 1. Engraved nameplates, 1/16" thick, laminated 2-ply plastic, bottom ply white, outer ply black, letters formed by exposing bottom ply.
 - 2. Size: 2" by 4" nameplates with 1/4" high letters.
- D. Valve Tags:
 - 1. 2" diameter, 18-gauge polished brass tags with 3/16" chain hole and 1/4" high stamped, black-filled service designation.
 - 2. Acceptable Manufacturers: Seaton, Brady, MSI.
- E. Valve Identification: Tag all valves with brass disc and chain. Prepare valve charts indicating valve number, size, location, concealed or exposed, function, valve manufacture and model number, and normal position. Provide floor plan as part of record Drawings. Use no duplicate numbers in Plumbing and Heating systems. Mount glazed frames containing one set of valve charts in the building mechanical room.
 - 1. Include floor plan of each floor level with valve tag numbers indicated at approximate valve locations. Provide separate maps for plumbing valves and HVAC valves. Maps are to be 11"x17".
 - 2. Label all ceilings directly below or access panels directly in front of plumbing or HVAC valves using engraved, printed labels or hanging tags stating the valve ID as shown on the Valve Map and the Valve Tag Directory.

2.07 PENETRATION FIRE STOPPING

- A. Through-penetration fire stopping system tested and listed by Underwriters Laboratories. 3M, Metacaulk, SpecSeal, or approved.
- B. Select system for proper application based on wall construction, type of penetrating item, wall rating, etc.
- C. Sealants and Primers – General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No. 1168.

2.08 PENETRATION AT ACOUSTICAL PROTECTION WALLS

- A. See details on Drawings.
- B. Materials:
 - 1. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No. 1168.
 - a. Architectural Sealants: 250 g/L.
 - b. Sealant Primers for Porous Substrates: 775 g/L.
 - c. Sealant Primers for Porous Substrates: 775 g/L.
 - 2. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - a. Products:

- 1) Pecora Corporation; AC-20 FTR.
- 2) Tremco Incorporated; Tremflex 834.
- 3) USG Corporation; SHEETROCK Acoustical Sealant.
3. Joint Backing: Round, closed cell, non-gassing foam rod compatible with sealant; ASTM C 1330 Type B, cylindrical, bi-cellular material; oversized 30 to 50 percent larger than joint width.
 - a. Products:
 - 1) Sof Rod manufactured by Nomaco Inc.
 - 2) Sonolastic Soft Backer-Rod manufactured by BASF.
4. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than require by South Coast Air Quality Management District Rule No. 1168.

PART 3 EXECUTION

3.01 LAYOUT AND COORDINATION

- A. Site Examination: Before starting work, carefully examine site and all contract Drawings. Become thoroughly familiar with conditions governing work on this project. Verify all indicated elevations, building measurements, roughing-in dimensions and equipment locations before proceeding with any of the work.
- B. Utility Locations: The location of existing utilities, wires, conduits, pipes, ducts, or other service facilities are shown in a general way only on the Drawings and are taken from existing records. Ascertain whether any additional facilities other than those shown on the plans may be present and determine the exact location and elevations of all utilities prior to commencing installation.
- C. Sleeves, Inserts, Cast-in-Place Work: Provide sleeves, inserts, anchoring devices, cast-in-place work, etc. which must be set in concrete sequenced at the proper time for the project schedule.
- D. Coordination:
 1. The Drawings are based on equipment of a certain manufacturer and may be identified as such. Where alternate manufacturers or approved substitutes are incorporated into the work, any required design changes are the responsibility of the contractor. Such changes may include changes in utility or system connection sizes, location, or orientation, service clearances, structural support or acoustic considerations.
 2. Prepare accurate AutoCAD shop drawings showing the actual physical dimensions required for the installation for duct work, piping and mechanical devices. Submit drawings prior to purchase/fabrication/installation of any of the elements involved in the coordination. Provide drawing files to other trades for coordination.
 3. Cooperate with other trades in furnishing material and information for sleeves, bucks, chases, mountings, backing, foundations and wiring required for installation of mechanical items.
 4. Coordinate all work with other trades and determine in advance where interfacing of the mechanical work and other work are required to be connected together. Provide all materials and equipment to make those connections. Submit shop drawings showing required connections where special conditions exist.
- E. Discrepancies: Report immediately any error, conflict or discrepancy in Plans, Specifications and/or existing conditions. Do not proceed with any questionable items of work until clarification of same has been made. Should rearrangement or re-routing of piping be necessary, provide for approval the simplest layout possible for that particular portion of the work.

3.02 UTILITY COORDINATION

- A. Utility Coordination: Coordinate all aspects of the incoming utility services indicated with the City Engineer, serving utility, and the off-street improvements Contractor. Requirements of the utility company which exceed the provisions made on the Drawings or covered by these Specifications shall take precedence. Provisions made on the Drawings or Specifications in excess of the utility company's requirements shall take precedence. No additional compensation will be allowed the Contractor for connection fees or additional work or equipment not covered in the Drawings or Specifications which are a result of policies of the serving utilities.

3.03 MECHANICAL EQUIPMENT WIRING

- A. Provide all mechanical equipment motors, automatic temperature, limit, float and similar control devices required, with wiring complete from power source indicated on Electrical Drawings.
- B. Provide properly rated motor overload and undervoltage protection and all manual or automatic motor operating devices for all mechanical equipment.
- C. Equipment and systems shown on the Drawings and/or specified, are based upon requirements of specific manufacturers which are intended as somewhat typical of several makes which may be approved. Provide all field wiring and/or devices necessary for a complete and operable system including controls for the actual selected equipment/system.
- D. Provide all starters for mechanical motors. Review Electrical Specifications and Drawings to determine starter sizes. Adjust fusing/time delay on all starters once installed.

3.04 GENERAL INSTALLATION

- A. Locating and Positioning Equipment: Observe all Codes, Regulations and good common practice in locating and installing mechanical equipment and material so that completed installation presents the least possible hazard. Maintain adequate clearances for repair and service to all equipment and comply with Code requirements.
- B. Arrangement: Arrange piping parallel with primary lines of the building construction, and with a minimum of 7' overhead clearance in all areas where possible. Unless indicated otherwise, conceal all piping. Locate operating and control equipment properly to provide easy access, and arrange entire mechanical work with adequate access for operation and maintenance. Give right-of-way to piping which must slope for drainage. Set all equipment level or as recommended by manufacturer. Under no conditions shall beams, girders, footings or columns be cut for mechanical items. Casting of pipes into concrete is prohibited unless so shown on Drawings.
- C. Building Vapor Barrier: Wherever the building insulation vapor barrier is penetrated by piping, hangers, conduits, etc., provide clear self-adhesive tape recommended by the insulation manufacturer around the penetrations.
- D. Access Panels: Provide access panels with proper backing reinforcement for all equipment, dielectric unions, valves and items requiring service and installed above ceilings, behind walls, or in furring, complete with correct frame for type of building construction involved. Exact size, number and location of access panels are not necessarily shown on Drawings. Use no panel smaller than 12" by 12" for simple manual access or smaller than 16" x 20" where personnel must pass through.
- E. Adjusting: Adjust and calibrate all automatic mechanical equipment, temperature controls, float devices, etc. Adjust flow rates at each piece of equipment or fixture.

3.05 VALVE INSTALLATION

- A. General: Comply with the following requirements:

1. Install valves where required for proper operation of piping and isolation of equipment, including valves in branch lines where necessary to isolate sections of piping, and where shown on the drawings. Install valves at low points in piping systems that must be drained for service or freeze protection.
 2. Locate valves in accessible spaces (or behind access panels) and so that separate support can be provided when necessary.
 3. Install valves with stems pointed up, in the vertical position where possible, but in no case with stems pointed downward from a horizontal plane.
- B. Insulated Valves: Install extended-stem valves in all piping specified as insulated, and arrange in the proper manner to receive insulation.
- C. Valve Access: Provide access panels to all valves installed behind walls, in furring or otherwise inaccessible.

3.06 INSTALLATION OF HANGERS AND SUPPORTS

- A. General: Proceed with the installation of hangers, supports and anchors only after the required building structural work has been completed in areas where the work is to be installed. Correct inadequacies including (but not limited to) the proper placement of inserts, anchors and other building structural attachments.
1. Install hangers, supports, clamps, and attachments to support piping and equipment properly from the building structure. Use no wire or perforated metal to support piping, and no supports from other piping or equipment. For exposed continuous pipe runs, install hangers and supports of the same type and style as installed for adjacent similar piping.
 2. Prevent electrolysis in the support of copper tubing use of at least 2 layers of UPC listed 10 mil tape at all bearing surfaces or strut clamp cushion. Copper plated hangers alone are not sufficient.
 3. Arrange supports to prevent eccentric loading of joists and joist girders. Locate supports at panel points only.
- B. Provisions for Movement:
1. Install hangers and supports to allow controlled movement of piping systems and to permit freedom of movement between pipe anchors, and to facilitate the action of expansion joints, expansion loops, expansion bends and similar units. Install specified seismic restraints to restrict excessive movement.
 2. Install hangers and supports so that equipment and piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
 3. Install hangers and supports to provide the indicated pipe slopes, and so that maximum pipe deflections allowed by ANSI B31 are not exceeded. Comply with the following installation requirements:
 - a. Clamps: Attach clamps, including spacers (if any), to piping outside the insulated piping support. Do not exceed pipe stresses allowed by ANSI B31.
 - b. Insulated Pipe Supports: Insulated pipe supports shall be supplied and installed on all insulated pipe and tubing.
 - c. Load Rating: All insulated pipe supports shall be load rated by the manufacturer based upon testing and analysis in conformance with ASME B31.1, MSS SP-58, MSS SP-69 and MSS SP-89.
 - d. Support Type: Manufacturer's recommendations, hanger style and load shall determine support type.
 - e. Insulated Piping Supports: Where insulated piping with continuous vapor barrier or where exposed to view in finished areas is specified, install hard maple wood insulation shields (Elcen Fig. 216) or steel pipe covering protection shields (MSS type 39) at each hanger.
- C. Pipe Support:
1. Vertical Spacing: Support at base, at equivalent of every floor height (maximum 10' as required by Code) and just below roof line.
 2. Screwed or Welded Steel or Copper Piping: Maximum hanger spacing shall be as follows:

| | <u>Steel</u> | <u>Copper</u> |
|--------------------|--------------|---------------|
| 1-1/4" and smaller | 7' span | 6' span |
| 1-1/2" pipe | 9' span | 6' span |

| | | |
|-----------------|----------|----------|
| 2" pipe | 10' span | 10' span |
| 2-1/2" & larger | 12' span | 10' span |

3. Install additional hangers or supports at concentrated loads such as pumps, valves, etc. to maintain alignment and prevent sagging.
4. Support Rod: Hanger support rods sized as follows:

| <u>Pipe and Tube Size</u> | | <u>Rod Size</u> | |
|---------------------------|----------------|-----------------|-----------|
| <u>Inches</u> | <u>mm</u> | <u>Inches</u> | <u>mm</u> |
| 1/2" to 4" | 12.7 to 101.6 | 3/8" | 9.5 |
| 5" to 8" | 127.0 to 203.2 | 1/2" | 12.7 |
| 10" to 12" | 254.0 to 304.8 | 5/8" | 15.9 |

5. Provide manufactures approved channel continuously below all horizontal PEX or other plastic pipe where hung from structure.
- D. Adjust hangers and supports to bring piping to proper levels and elevations.
 - E. Provide all necessary structural attachments such as anchors, beam clamps, hanger flanges and brackets in accordance with MSS SP-69. Attachments to beams wherever possible. Supports suspended from other piping, equipment, metal decking, etc., are not acceptable.
 - F. Horizontal banks of piping may be supported on common steel channel member spaced not more than the shortest allowable span required on the individual pipe. Maintain piping at its relative lateral position using clamps or clips. Allow lines subject to thermal expansion to roll axially or slide. Size channel struts for piping weights.
 - G. Installation of drilled-in concrete anchors shall comply with the manufacturer's instructions for working load, depth of embedment, and spacing between anchors and from the edge of the slab. Use only wedge-style anchors.
 - H. Seismic Restraints: Install restraints where recommended in SMACNA "Seismic Restraint Manual" and as required by code. Show analysis of supporting structure, anchorages, and restraints in accordance with OSSC Section 16 and reference ASCE standard. Seismic restraint system components shall be approved by the California Office of Statewide Health Planning and Development (OSHDP). Acceptable Manufacturers: Amber/Booth, Mason Industries, Tolco, or approved. Contractor shall submit calculations and shop drawings, sealed and signed by a Professional Engineer, showing seismic restraint design for all equipment, piping and ductwork required to be braced. **Seismic importance factor is 1.0.**
 - I. Ensure all copper piping is protected from contact with non-copper supports. Provide strut cushion below clamp or 2 layers of UPC listed 10 mil tape.

3.07 HVAC SYSTEM IDENTIFICATION

- A. Piping System: Indicate each pipe system by its generic name (abbreviated) as shown/scheduled/specified. Comply with ANSI A13.1 for marker locations, letter sizes, and colors. Include arrows to show direction of flow and "Electric Traced" signs to identify heat cable wrapped piping. Locate pipe labels in accessible areas as follows:
 1. Near each valve, meter, gauge, or control device.
 2. Near equipment such as pumps, heat exchangers, water heaters, etc.
 3. At piping branch connections.
 4. At penetrations (each side) of walls, ceilings, and floors.
 5. At access panels and doors.
 6. At 25 foot maximum intervals. Provide a minimum of one label above each room where lift-out ceiling is installed. Reduce intervals in congested areas such as mechanical rooms.
- B. Equipment: Provide engraved plastic-laminate signs at locations of major equipment such as heat exchangers, pumps, etc. Identify equipment in field same as on drawings. Permanently mount in an appropriate and effective location.

- C. Operation Tags: Where needed for proper and adequate information on operation and maintenance of mechanical systems, provide tags of plasticized card stock, either pre-printed or hand printed to convey the message; example: "DO NOT CLOSE THIS VALVE EXCEPT WHEN THE PUMP IS OFF."

3.08 EQUIPMENT CONNECTIONS

- A. Provide complete connections for all items of equipment requiring such connections, including incidental piping, fittings, trim and labor necessary for a finished working installation.
- B. Verify the rough-in and finish requirements for all equipment provided under other Divisions of the work and requiring HVAC piping or duct connections with equipment supplier and installer prior to rough-in.

3.09 PROTECTION

- A. Protect all work and materials against loss or damage. Close all pipe openings with caps or plugs. At final completion, thoroughly clean and deliver all work and equipment in an unblemished new condition. Keep all motors and bearings in watertight and dustproof covers during entire course of installation.
- B. Protect floors, walls, framing and sheathing where pipe cutting and threading operations are conducted with plastic sheeting under plywood sheets. Extend plastic sheeting beyond the plywood. Clean-up metal cuttings, oil, etc., daily or as necessary to prevent debris from being tracked beyond the protected area. Damages, as determined by the Architect, due to the pipe cutting/threading operation shall be repaired by the responsible trade.

3.10 CUTTING AND PATCHING

- A. General: Comply with the requirements of Division 1 for the cutting and patching of other work to accommodate the installation of mechanical work. Do all necessary cutting and patching of existing building and yard surfaces required for completion of the mechanical work. Patch to match finish and color of adjacent surfaces. Coordinate work in remodel and new areas to avoid cutting of new finished surfaces.

3.11 PIPE PENETRATION FIRE STOPPING

- A. Install as recommended by manufacturer and in accordance with the product's UL listing. Below are the minimum installation requirements.
 1. Install specified penetrating item(s) with required annular spacing in proper size wall or floor opening. Support penetrating item(s) adequately on both sides of construction.
 2. Clean all opening and penetrating item surfaces in penetration area to remove loose debris, dirt, oil, wax, grease, old caulking, etc.
 3. If needed or required for gypsum or concrete block walls, install specified galvanized steel wire mesh or sleeve recessed and centered inside wall around penetrating item(s) so that it is snug against perimeter of opening.
 4. When required, install specified type and depth of backing material in annular space, recessed to required fill depth of fire stopping caulking.
 5. Gun, trowel, and/or pump fire stopping sealant to specified depth in annular space around penetrating item(s). Trowel sealant surfaces flush with wall or floor surfaces to a smooth, defect-free finish. Where required, apply specified size caulking bead around penetrating item(s) at zero annular contact areas and tool smooth.
- B. Drawings show some, not all, of the penetration. Review architectural drawings for all fire walls.
- C. Sealants and Primers – General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No. 1168.

3.12 MECHANICAL PAINTING

- A. Minimum Requirements: Comply with minimum requirements of Division 9, Painting. All mechanical equipment, piping, insulation, etc., exposed in finished areas, storage rooms and other locations except mechanical equipment rooms will be painted under Section 09 9000.

3.13 HVAC WORK CLOSEOUT

- A. General: Refer to the Division 1 sections for general closeout requirements. Calibrate all equipment requiring same. Complete each system as shown or specified herein and place in operation except where only roughing-in or partial systems are called for. Each system shall be tested and left in proper operation free of leaks, obstructions, or contamination.
- B. Record Drawings: Submit record set of Drawings required in Division 1 as previously specified in this Section.
- C. Closeout Equipment/Systems Operations: Sequence operations properly so that work of project will not be damaged or endangered. Coordinate with seasonal requirements. Operate each item of equipment and each system in a test run of appropriate duration with the Architect present, and with the Owner's operating personnel present, to demonstrate sustained, satisfactory performance. Adjust and correct operations as required for proper performance. Clean and lubricate each system and replace dirty filters, excessively worn parts and similar expendable items of the work.
- D. Operating Instructions: Conduct a walk-through instruction seminar for the Owner's personnel who are to be involved in the continued operation and maintenance of the HVAC equipment and systems. Provide written instructions outlining and explaining the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, seasonal provisions, security, safety, efficiency and similar features of the systems.

END OF SECTION

SECTION 23-0548

MECHANICAL SOUND AND VIBRATION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. The requirements of this section apply to the vibration isolation for mechanical equipment specified elsewhere.

1.02 QUALITY ASSURANCE

- A. Isolator Engineering: Selected and furnished by the equipment manufacturer. Select isolators for 98% efficiency unless indicated otherwise on the Drawings.
- B. Manufacturer: Provide field installed isolation required from a single manufacturer where possible.

1.03 SUBMITTALS

- A. Provide product data sheets on all vibration isolators and seismic restraints.
- B. Provide itemized list showing the items of equipment or piping to be isolated, isolator type and model number selected, isolator loading and deflection, and reference to specified drawings showing frame and construction.
- C. Provide manufacturer's drawings showing equipment frame construction for each item including dimensions, structural member sizes and support locations.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Amber/Booth, Mason Industries, Vibration Mountings and Controls, Kinetics Noise Control.
- B. Manufacturer Model Numbers: Amber/Booth figure numbers are listed unless indicated otherwise.

2.02 VIBRATION ISOLATORS

- A. Types of Isolators:
 - 1. Hanger with Spring and Rubber Stop: Combination neoprene element and spring hangers – Hangers shall consist of a steel frame containing a neoprene isolation element at the top and a coil steel spring seated in a neoprene cup on the bottom. Both the element and the cup shall be molded with a neoprene bushing that passes through the steel frame. The neoprene element shall be capable of an average deflection of 0.35". The steel springs shall be capable of a minimum static deflection of 0.75" with a minimum additional travel to solid of 1/2". Spring diameters and hanger box lower hole size shall be large enough to permit the hanger rod to swing through a 30 degree arc before contacting the box and short circuiting the spring. Hangers shall be factory precompressed 60% of the total deflection determined by the assigned load per hanger. Hangers shall be manufactured with provision for bolting or attaching to ceiling flat iron straps, rods or steel runners. Hangers shall be of a fail-safe design. Amber / Booth BSRA.

2. Neoprene Pads: Neoprene pads shall be of waffle or ribbed design, 1/4" – 3/8" thick. They shall be installed as a single layer or in multiple layers with 16 gauge steel shims cemented between so that the combination of stiffness and total neoprene thickness achieves the static deflection listed in the vibration isolation schedule in conjunction with a distributed load area that will maintain 10-50 psi. If the equipment support location does not completely cover the pads or does not consist of flat steel footing, an additional full coverage, load distribution plate of minimum 3/8 steel shall be placed between the pad and attached to the equipment support. There shall be no rigid structure between top and bottom of mount. Amber / Booth Type NR Ampad.
- B. Neoprene Mounts: Neoprene mounts shall be one piece, neoprene molded assemblies with a minimum loaded static deflection of 0.25". The mount shall incorporate both rubber-in-shear and compression load characteristics. All metal surfaces shall be neoprene covered. The mount shall have friction pads both top and bottom. Bolt holes shall also be provided for both surfaces. The top bolt hole shall be threaded. There shall be no rigid structure between top and bottom supports. Amber / Booth Type RV.
 - C. Noise and Vibration Barrier Hanger: For ductwork and piping where indicated. Target Enterprises Inc. "ARH-1" or accepted substitute.
 - D. Seismic and Start-Up Restraints: Select all isolators to withstand seismic loads equivalent two times the isolator load rating applied from any direction. Mason Industries type Z-1011 on all isolated equipment not utilizing isolators with integral restraints.
 - E. Flexible Pipe Connectors - Type SS: All stainless steel hose and braid with carbon steel connections. Male thread ends on flexible connectors 2" and smaller, and flanged connections on 1-1/2" and larger connectors.
 - F. Ductwork Flexible Connections:
 1. Typical connections shall be made of 30 ounce woven glass fiber, coated with neoprene, sewn together at the edges and joints.
 2. The flexible connections shall be approximately 6" long and held in place with 1" wide bands of 12 gauge galvanized steel bolted to duct and to outlets and inlets of the units and fans with 1/8" stove bolts, 5" o.c.
 3. It is the intent that these flexible connections shall withstand the operating air pressure, shall not permit air leakage and shall not transmit vibration.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General: Install vibration isolators and flexible connectors as specified herein, as shown on the Drawings and as recommended by manufacturer.
- B. Ductwork Flexible Connections: Install flexible duct connections on all externally spring isolated air handling units including roof mounted units down through roof curbs (and/or to unit side duct connections). Fan connections, both at inlet and discharge, shall be made with flexible materials so as to prevent the transfer of vibration from fans to ductwork connected thereto.
- C. Flexible Pipe Connections:
 1. Provide flexible connections on all piping to spring isolated equipment, where indicated on Drawings and for all coils mounted in spring isolated air handling units or plenums. Coils in rigid units and plenums do not require flexible connectors. Provide a flexible connection in both the supply and return connections to the coil as near the coil as possible.
 2. Install connectors in a straight line as recommended by the manufacturer without offsets or twists and support pipe without any load on flexible connectors. Minimum live length shall be as follows:

| <u>Pipe Size</u> | <u>Minimum Live Length</u> |
|-------------------|----------------------------|
| 1" through 1-1/2" | 8" |
| 2" through 2-1/2" | 10" |
| 3" through 4" | 12" |

Over 4"

18"

- D. Anchorage: Anchor all isolators to the floor, wall or ceiling structure and anchor points reinforced where necessary. Anchor bolts, cap screws, etc., shall not be continuous through the isolator such that vibrations are transmitted to the structure.
- E. Adjustment: Adjustable during and after installation, to ensure sufficient clearance between vibration isolation element and rigid restraining device. Do not install isolators until they have been loaded and adjusted to achieve the specified static deflection and clearances.
- F. Housekeeping Pads: Construct minimum 3" thick with chamfered edges using 3000 psi concrete. Provide #4 reinforcing bars 8" on center in each direction and within 4" of each edge, centered in pad thickness. Provide 1/2" dowel with 3" embedment into floor slab for each 2 square feet of pad area. Dowels and equipment anchor bolts shall be spaced a minimum of 6" from pad edges.

3.02 EQUIPMENT RESTRAINTS

- A. All equipment shall be anchored to resist displacement including sliding, swinging, and overturning due to seismic forces. Friction due to equipment weight shall not be considered as anchorage.
- B. Contractor shall submit shop Drawings showing seismic restraint design for all equipment weighing 400 lbs. or more. Design shall show analysis of supporting structure, anchorages, and restraints in accordance with OSSC Section 16.

END OF SECTION

SECTION 23-0590

TESTING, ADJUSTING AND BALANCING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: After completion of the work of installation, test and regulate all components of the new heating, air conditioning and ventilating systems to verify air volumes and heating-cooling flow rates indicated on the Drawings.
- B. Balancing Organization:
 - 1. Balancing of the Heating and Air Conditioning Systems: Performed by a firm providing this service established in the State of Oregon.
 - 2. Balancing Organization: Approval by Architect. Air Balancing Specialties, Neudorfer Engineers, Northwest Engineering Services, or approved.
 - 3. Provide all necessary personnel, equipment, and services.
- C. Balancer shall perform work as a Contractor to the General Contractor directly, not through the Mechanical Contractor.

1.02 QUALITY ASSURANCE

- A. Balancing of the Heating and Air Conditioning Systems: Agency shall be a current member of NEBB or AABC specializing in the adjusting and balancing of systems specified with a minimum of 10 years documented experience.
- B. Testing, adjusting, and balancing shall be performed under direct field supervision of a Certified NEBB Supervisor or a Certified AABC Supervisor.
- C. See Commissioning Specification for additional requirements.

1.03 SUBMITTALS

- A. See Section in Division 1, Administrative Requirements, for submittal procedures.
- B. Submit name of adjusting and balancing agency for approval within 30 days after award of Contract.
- C. Field Reports: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Submit under provisions of Section 23 0500.
 - 2. Prior to commencing work, submit report forms or outlines indicating adjusting, balancing, and equipment data required.
 - 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
 - 5. Include detailed procedures, agenda, sample report forms, and copy of AABC National Project Performance Guaranty or other certifying agency prior to commencing system balance.
 - 6. Test Reports: Indicate data on AABC MN-1 forms, forms prepared following ASHRAE 111, NEBB forms, or forms containing information indicated in Schedules.
 - 7. Include the following on the title page of each report:
 - a. Name of testing, adjusting, and balancing agency.
 - b. Address of testing, adjusting, and balancing agency.
 - c. Telephone number of testing, adjusting, and balancing agency.
 - d. Project name.
 - e. Project location.
 - f. Project Architect and Owner.

- g. Project Engineer.
 - h. Project Contractor.
 - i. Project altitude.
 - j. Report date.
- D. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.
 - E. Provide a list of equipment, air supply, return and exhaust, heating water, and chilled water systems not in compliance with tolerances subsequently specified.

PART 2 PRODUCTS

-- NOT USED --

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Duct systems are clean of debris.
 - 6. Fans are rotating correctly.
 - 7. Fire and volume dampers are in place and open.
 - 8. Air coil fins are cleaned and combed.
 - 9. Access doors are closed and duct end caps are in place.
 - 10. Air outlets are installed and connected.
 - 11. Duct system leakage is minimized.
 - 12. Hydronic systems are flushed, filled, and vented.
 - 13. Pumps are rotating correctly.
 - 14. Proper strainer baskets are clean and in place.
 - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies noted during performance of services which prevent system balance.
- C. Beginning of work means acceptance of existing conditions.

3.02 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust to within plus 10 percent or minus 5 percent of design for supply systems and +/- 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent or minus 5 percent of design to space. Adjust outlets and inlets in space to within +/- 10 percent of design.
- C. Hydronic Systems: Adjust to within +/- 10 percent of design.

3.03 ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.

3.04 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust noise distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.02" (12.5 Pa) positive static pressure near the building entries.

3.05 SCHEDULES

- A. Equipment Requiring Testing, Adjusting, and Balancing:
 - 1. Air coils
 - 2. Fan coil units
 - 3. Air handling units
 - 4. Fans
 - 5. Air filters
 - 6. Air terminal units
 - 7. Air inlets and outlets
- B. Report:
 - 1. Summary Comments:
 - a. Design versus final performance
 - b. Notable characteristics of system
 - c. Description of systems operation sequence
 - d. Summary of outdoor and exhaust flows to indicate amount of building pressurization.

- e. Nomenclature used throughout report
- f. Test conditions
- 2. Instrument List:
 - a. Instrument
 - b. Manufacturer
 - c. Model number
 - d. Serial number
 - e. Range
 - f. Calibration date
- C. Electric Motors:
 - 1. Manufacturer
 - 2. Model/frame
 - 3. HP/BHP
 - 4. Phase, voltage, amperage; nameplate, actual, no load
 - 5. RPM
 - 6. Service factor
 - 7. Starter size, rating, heater elements
 - 8. Sheave make/size/model
- D. V-Belt Drives:
 - 1. Identification/location
 - 2. Required driven RPM
 - 3. Driven sheave, diameter, and RPM
 - 4. Belt, size, and quantity
 - 5. Motor sheave diameter and RPM
 - 6. Center to center distance, maximum, minimum, and tested
- E. Refrigerant Cooling Coils:
 - 1. Identification/number
 - 2. Location
 - 3. Service
 - 4. Manufacturer
 - 5. Air flow, design and actual
 - 6. Entering air DB temperature, design and tested
 - 7. Entering air WB temperature, design and tested
 - 8. Leaving air DB temperature, design and tested
 - 9. Leaving air WB temperature, design and tested
 - 10. Air pressure drop, design and tested
 - 11. Saturated suction temperature, design and tested
- F. Heating Coils:
 - 1. Identification/number
 - 2. Location
 - 3. Service
 - 4. Manufacturer
 - 5. Air flow, design and tested
 - 6. Entering air temperature, design and tested
 - 7. Leaving air temperature, design and tested
 - 8. Air pressure drop, design and tested
- G. Air Moving Equipment:
 - 1. Location
 - 2. Manufacturer
 - 3. Model number
 - 4. Serial number
 - 5. Arrangement/Class/Discharge
 - 6. Air flow, specified and tested
 - 7. Return air flow, specified and tested
 - 8. Outside air flow, specified and tested
 - 9. Total static pressure (total external), specified and tested
 - 10. Inlet pressure
 - 11. Discharge pressure
 - 12. Sheave make/size/bore

13. Number of Belts/Make/Size
 14. Fan RPM
- H. Return Air/Outside Air:
1. Identification/location
 2. Supply air flow, design and tested
 3. Return air flow, design and tested
 4. Outside air flow, design and tested
 5. Return air temperature
 6. Outside air temperature
 7. Mixed air temperature, design and tested
- I. Exhaust Fans:
1. Location
 2. Manufacturer
 3. Model number
 4. Serial number
 5. Air flow, specified and tested
 6. Total static pressure (total external), specified and tested
 7. Inlet pressure
 8. Discharge pressure
 9. Sheave Make/Size/Bore
 10. Number of Belts/Make/Size
 11. Fan RPM
- J. Duct Traverses:
1. System zone/branch
 2. Duct size
 3. Area
 4. Design velocity
 5. Design air flow
 6. Test velocity
 7. Test air flow
 8. Duct static pressure
 9. Air temperature
 10. Air correction factor
- K. Air Distribution Tests:
1. Air terminal number
 2. Room number/location
 3. Terminal type
 4. Terminal size
 5. Area factor
 6. Design velocity
 7. Design air flow
 8. Test (final) velocity
 9. Test (final) air flow
 10. Percent of design air flow

3.06 DETAILED REQUIREMENTS

- A. Adjusting and Balancing:
1. Adjust and balance all portions of the mechanical systems to produce indicated results within limits of minus 5 or plus 10 percent or as subsequently directed by the Architect.
 2. Balancing data may be spot checked with instruments similar to that used by the balancing firm.
 3. If, in the judgment of the Architect, the discrepancies warrant additional adjustment, readjust and rebalance the systems at no additional project cost.

END OF SECTION

SECTION 23-0700

HVAC INSULATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. The requirements of this section apply to the insulation of mechanical equipment specified elsewhere in these specifications.
- B. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Insulation Thickness and Thermal Performance: Comply with provisions of the State of Oregon Energy Code.
- B. Composite (Insulation, Jacket or Facing and Adhesives) Fire and Smoke Hazard Ratings: Not to exceed a flame spread of 25 or smoke development of 50 and containing less than 0.1% by weight deca-PDE fire retardant.
- C. Component Ratings of Accessories (Adhesives, Mastics, Cements, Tapes, Finishing Cloth for Fittings): Same as "B" requirements above and permanently treated. No water soluble treatments.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General: In addition to the requirements specified in Section 23 0500, the following apply:
 - 1. Deliver insulation, coverings, cements, adhesives and coatings to the site in factory-fabricated containers with the manufacturer's stamp or label affixed showing fire hazard ratings of the products. Store insulation in original wrappings and protect from weather and construction traffic.
 - 2. Protect insulation against dirt, water, chemical and mechanical damage. Do not install damaged insulation. Remove such insulation from project site.

1.04 SUBMITTALS

- A. Submit catalog data and performance characteristics for each product specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Insulating Manufacturers: Johns Manville, Knauf, Armstrong, Owens-Corning, Pittsburgh Corning, Pabco, Imcoa or Certain Teed. Johns Manville products are listed unless indicated otherwise.
- B. Adhesive Manufacturers: Foster, 3M, Insul-Coustic, Borden, Kingco or Armstrong.

2.02 PIPING INSULATION

- A. Interior and Exterior Piping Systems 50 to 850 Deg. F: Glass fiber preformed pipe insulation with a minimum K-value of 0.23 at 75 Deg. F, a minimum density of 3.5 pounds per cubic foot within all-service vapor barrier jacket, vinyl or pre-sized finish and pressure sensitive seal containing less than 0.1% by weight deca-PDE fire retardant.
- B. Exterior Installations: Same as for interior installations except 0.016" aluminum finish jacket

- C. Pipe Temperatures Minus 30 to 180 Deg. F: Flexible, preformed, pre-slit, self-sealing elastomeric pipe insulation up to 2-1/8" ID, thermal conductivity of 0.27 BTU/hr. sq. ft./in. at 75 deg. F and vapor transmission rating of 0.2 perms/inch. Apply in thickness necessary to prevent condensation on the surface at 85 deg. F and 70% RH. Armstrong "Armaflex 2000" or, in concealed locations, Imcoa or Nomaco also approved.
- D. Interior Piping Systems 32 to 50 Deg. F: Glass fiber preformed pipe insulation with a minimum K-value of 0.23 at 75 deg. F, a minimum density of 3.5 pounds per cubic foot. Polymer vapor barrier jacket containing less than 0.1% by weight deca-PDE fire retardant and with pressure sensitive seal and wicking system to remove condensation from pipe surface. Owens Corning "VaporWick."

2.03 DUCT INSULATION

- A. Interior Above Grade Ductwork: Glass fiber formaldehyde-free blanket with "FSK" facing, k value = 0.31 at 75 deg. F, 0.2 perms, and UL 25/50 surface burning rating. Johns Manville "Microlite."

2.04 EQUIPMENT INSULATION

- A. Equipment Temperatures Below 70 Deg. F: Flexible, closed cell, elastomeric sheet insulation of 5.5 #/cubic feet density and 0.27 thermal conductivity at 75 deg. F. Armstrong "Armaflex."
- B. Equipment Temperatures From 70 to 450 Deg. F: Glass fiber 3 pound density insulation with a 0.23 thermal conductivity at 75 deg. F. Johns Manville "814 Spin-Glas" with "FSK" jacket containing less than 0.1% by weight deca-PDE fire retardant or finished as recommended by manufacturer.

2.05 INSULATION ACCESSORIES

- A. Insulation Compounds and Materials: Provide rivets, staples, bands, adhesives, cements, coatings, sealers, welded studs, etc., as recommended by the manufacturers for the insulation and conditions specified except staples not permitted on chilled water lines.
- B. Interior Tanks and Equipment Insulation Covering: Finished metal jacket or as recommended by the manufacturer for insulation material specified.
- C. PVC Protective Jacketing and Valve and Pipe Fitting Covers: Johns Manville Zeston 2000, Proto LoSmoke, or Ceel-Co Ceel-Tite 100 Series with precut fitting fiberglass insulation or approved.
- D. Jacket Lap Sealing Adhesives: Foster Drion 85-75 contact cement or approved substitute.
- E. Saddles and Shields: Unless otherwise indicated and except as specified in piping system specification sections, install the following types:
 1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe, 360-degree insert of high-density, 100-psi (690-kPa) minimum compressive strength, water-repellent-treated calcium silicate or cellular-glass pipe insulation, same thickness as adjoining insulation with vapor barrier and encased in 360-degree sheet metal shield.

PART 3 EXECUTION

3.01 PIPING INSULATION

- A. General: Do not insulate underground piping except at joints and fittings on preinsulated piping unless indicated otherwise.
- B. Refrigerant Piping Insulation: Insulate suction piping with minimum 1/2" thick foamed plastic for lines smaller than 1". For lines 1" or larger use 1" thick foamed plastic. Where possible, slip insulation over the piping as it is installed. Seal all joint and seams.

- C. Pipe Fittings:
1. Insulate and finish all fittings including valve bodies, bonnets, unions, flanges and expansion joints with fitting of same material as pipe insulation. Seal to adjacent insulation for continuous vapor barrier covering over all fittings.
 2. Provide removable/reusable insulation covers on 4" and larger valves, unions, flanges, pump casings, strainers and similar fittings or equipment requiring periodic service.
- D. Protective Covering: Install continuous protective PVC or metal covering on all piping and fittings in mechanical rooms below 8' AFF, and where insulation may be subject to damage. Install with rivets or cement seams and joints. Piping in tunnels need not be covered with PVC jacketing.
- E. Insulated Piping: Comply with the following.
1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits according to ASME B31.9.
 2. Install MSS SP-58, Type 39 or Type 40 protection saddles, if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN100) and larger if pipe is installed on rollers.
 3. Shield Dimensions for Pipe: Not less than the following.
 - a. NPS 1/4 to NPS 3-1/2 (DN8 to DN90): 12 inches (305 mm) long and 0.048 inch (1.22 mm) thick.
 - b. NPS 4 (DN100): 12 inches (305 mm) long and 0.06 inch (1.52 mm) thick.
 - c. NPS 5 and NPS 6 (DN125 and DN150): 18 inches (457 mm) long and 0.06 inch (1.52 mm) thick.
 - d. NPS 8 and NPS 14 (DN200 and DN350): 24 inches (610 mm) long and 0.075 inch (1.91 mm) thick.
 - e. NPS 16 and NPS 24 (DN400 and DN600): 24 inches (610 mm) long and 0.105 inch (2.67 mm) thick.
 4. Pipes NPS 8 (DN200) and Larger: Include wood inserts.
 5. Insert Material: Length at least as long as protective shield.
 6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.
- F. Piping Insulation Lap Seams and Butt Joints: Install insulation jacket in accordance with manufacturer's recommendation. Where jacket joint and lap seams have not adhered, remove affected section of insulation and reinstall or apply lap sealing adhesive in accordance with manufacturer's instructions.

3.02 DUCTWORK INSULATION

- A. Ductwork: Insulate the following:
1. All supply ductwork.
 2. All supply and return ductwork in systems routed in unconditioned spaces or exposed to the outside conditions.
 3. All outside air intake ducts.
 4. All ductwork required to be insulated by code.
 5. All relief ducts.
- B. Insulation Thickness: Select board and blanket insulation of thickness required to provide the following installed R-value.
1. All heating or cooling system supply and return ducts located on the exterior of the insulated building envelope and all outside air intake ducts.
 - a. R-8
 2. All heating and cooling system supply ducts located inside of building envelope or in unconditioned spaces, R-5.
 3. All heating and cooling system return ducts located in vented spaces, R-8.

- C. Fittings: Wire and duct adhesive as required. To prevent sagging on all rectangular or square ducts over 24" wide, install Gramweld or equal welding pins on the bottom. Maximum spacing 18" on center in both directions.
- D. Installation: Applied with butt joints, all seams sealed with vapor seal mastic or taped with 2" wide vapor-proof, pressure-sensitive tape. Seal all penetrations with vapor barrier adhesive.
- E. Internally Lined Ductwork: Where internally lined ductwork is indicated on the Drawings and/or specified, no exterior insulation is required. Select duct lining to provide the required R-value. Carefully lap the ends of the exterior insulation a minimum of 6" past the interior insulation unless otherwise shown. Seal the end of vapor barrier jacket to the duct with mastic where the vapor barrier is required. Duct lining is specified in Section 23 3000.

END OF SECTION

SECTION 23-2300

REFRIGERANT PIPING SYSTEM

PART 1 GENERAL

1.01 DESCRIPTION

- A. The requirements of this section apply to the refrigerant piping system connecting refrigeration and HVAC equipment specified in other sections of these specifications. Provide pipe, pipe fittings and related items required for complete piping system.
- B. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. General: ASTM, and ANSI Standards are indicated. In addition, special standards are referenced where neither ASTM nor ANSI Standards are applicable. Comply with federal and local regulations regarding the handling of refrigerant.
- B. Labeling: All piping shall be continuously and legibly labeled on each length as required by codes and standards and including as a minimum, country of origin, manufacturer's identification marking, wall thickness designation, and applicable standards and approvals. Fittings shall be labeled as required by the referenced standard. Tubular fixture traps shall be stamped with manufacturer's mark and material thickness.
- C. Air Conditioning and Refrigeration Equipment Rating: Rated in accordance with ARI certified rating procedures and bear the ARI label.
- D. Installation Contractor: Manufacturer's authorized installation and start-up agency normally engaged and experienced in air conditioning/refrigeration work and certified in the handling of refrigerant.

1.03 SUBMITTALS

- A. Submit catalog data, construction details, and performance characteristics for each type and size of refrigeration equipment.
- B. Submit operating and maintenance data.
- C. Provide design Drawings showing routing, pipe size, traps, and devices necessary for a complete installation between coil and condensing unit or heat pump.

1.04 STORAGE AND HANDLING

- A. Provide factory-applied end caps on each length of pipe and tube. Maintain end caps through shipping, storage and handling as required to prevent pipe-end damage and eliminate dirt and moisture from inside of pipe and tube. Protect flanges and fittings from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

- A. Copper Pipe and Tube:
 - 1. Application: Refrigerant.
 - 2. Pipe: ASTM B88. Type ACR hard temper copper with soldered joints. Cleaned and sealed at the factory.
 - 3. Refrigerant Fittings: ANSI/ASME B31.5 or SAE J 513-F, "Refrigeration Tube Fittings." Where conflicts occur, B31.5 shall govern.
- B. Copper Pipe and Tube:

1. Application: Refrigerant.
 2. Pipe: U.L. recognized for 700 psi working pressure with insulation consisting of polyethylene outer layer, 1/2" thick (for lines less than 1" diameter), ASTM E84 25/50 rated. Assembly shall be made in the U.S.A. Cleaned and sealed at the factory.
 3. See restrictions for use in installation.
- C. Copper Pipe and Tube:**
1. Application: Cooling coil condensate drain
 2. UPC approved copper fitting with EPDM o-ring.
 3. Press fit connection.
 4. Viega Pro Press approved.
- D. Copper Pipe and Tube:**
1. Application: Cooling coil condensate drain
 2. Pipe: Type L hard temper copper with brazed or soldered joints, ASTM B88. Brazing required for 2" and larger lines.
 3. Fittings: Wrought copper solder-joint fittings, ANSI B16.22.
- E. Plastic Pipe:**
1. Application:
 - a. Cooling coil condensate drain where concealed in walls.
 - b. Cooling coil condensate drain in mechanical or service areas where continuously supported per specifications.
 2. Pipe:
 - a. Polyvinyl Chloride and Chlorinated Polyvinyl Chloride Plastic Pipe for Water Service: SDR-PR pipe, ASTM D2241; Schedules 40, 80 and 120, ASTM D1785.
 3. Fittings: Provide fittings of the type indicated, matching piping manufacturer. Where not otherwise indicated, provide socket style, solvent weld fittings produced and recommended by the piping manufacturer for the service indicated.

2.02 MISCELLANEOUS PIPING MATERIALS/PRODUCTS

- A. Brazing Materials: Provide brazing filler rod and flux materials as determined by the installer to comply with installation requirements.
- B. Gaskets for Flanged Joints: ANSI B16.21 with pressure and temperature rating required for the service indicated.

2.03 REFRIGERATION SPECIALTIES

- A. General: Provide equipment where they are not a part of the factory installed equipment accessories and are recommended or required by the manufacture for a complete and operational system.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

- A. Air Conditioning Refrigeration Subcontractor: Submit 5 copies of piping diagram for approval. Install all refrigerant piping, major components and all minor components, such as dehydrator, service valves, etc., and arrange piping for hot gas bypass for low load operation. Test system, evacuate, charge, start-up and adjust. Refer to applicable sections of these Specifications for test, evacuation, etc.
- B. Piping Runs: Route piping close to and parallel with walls, overhead construction, columns and other structural and permanent-enclosure elements of the building. If not otherwise indicated, run piping in the shortest route which does not obstruct usable space or block access for servicing the building or equipment and avoid diagonal runs. Wherever possible in finished and occupied spaces, conceal piping from view. Do not encase horizontal runs in solid partitions.
- C. Refrigerant Piping:
 1. Use hard drawn copper tubing and make all changes in direction with specified fittings.

2. Lay out the refrigerant piping system in a manner to prevent liquid refrigerant from entering the compressor and so that oil will return to the compressor. Slope all horizontal suction lines toward the compressor. Take special care to keep all tubing clean and dry.
3. Install all refrigerant piping straight and free from kinks and restrictions, properly supported to minimize vibration. Provide hangers at 5' spacing for 1/2" lines, 6' spacing for 1" lines and 8' spacing for 1-1/2" and larger lines. Submit complete diagram for approval.
4. Comply with the refrigerant piping installation instructions of the refrigeration equipment manufacturer.
5. If line sets per 2.01, B are used they shall be installed plumb and supported per specifications or per manufacture recommendations (whichever is more restrictive) and follow building lines. Turns shall be made using appropriate bending tools. The installation shall have a workmanship like quality similar to the ACR type installation or it shall be modified or replaced per directions of Engineer.

3.02 PIPING JOINTS

- A. General: Provide joints of the type indicated in each piping system, and where piping and joint as manufactured form a system, utilize only that manufacturer's material.
- B. Braze Copper Tube and Fitting Joints: Where indicated, in accordance with ANSI/ASME B31.5. Pass a slow stream of dry nitrogen gas through the tubing at all times while brazing to eliminate formation of copper oxide.
- C. Changes in Direction: Use fittings for all changes in direction. Run lines parallel with building surfaces.
- D. Unions and Flanges: At all equipment to permit dismantling and elsewhere as consistent with good installation practice.
- E. Expansion: Provide loops, swing joints, anchors, runouts and spring pieces to prevent damage to piping or equipment.

3.03 MISCELLANEOUS PIPING EQUIPMENT

- A. Floor, Wall and Ceiling Plates: Chrome-plated pressed steel or brass screw locked split plates on all pipe penetrations in finished spaces.
- B. Filters: Install in a manner to permit access for removal and replacement of filter cartridge.

3.04 CLEANING

- A. General: Clean all dirt and construction dust and debris from all mechanical piping systems and leave in a new condition. Touch-up paint where necessary.
- B. Refrigeration System Piping: If, for any reason, sanitized and sealed-at-the-mill tubing is not used, clean the tubing as follows:
 1. Wipe each tube internally with a dry, lintless cloth followed with a clean lintless cloth saturated with recommended refrigerant.
 2. Repeat until the saturated cloth is not discolored by dirt.
 3. Wipe with a clean cloth saturated with compressor oil and squeezed dry.
 4. Wipe with a dry, lintless cloth.

3.05 TEST

- A. Comply with manufactures IOM directions.

END OF SECTION

SECTION 23-3000

AIR DISTRIBUTION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide Air Distribution Materials as specified herein and as shown on the Drawings.
- B. Material characteristics and size shall be as indicated on the Drawings.
- C. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Air Distribution Equipment Rating: In accordance with AMCA certified rating procedures and bearing the AMCA label.
- B. See Commissioning specification for additional requirements.

1.03 SUBMITTALS

- A. Submit catalog data, construction details and performance characteristics for all manufactured materials.
- B. Submit operating and maintenance data.
- C. For adhesives and sealants used on the interior of the building (inside the waterproofing system), include printed statement of volatile organic compound (VOC) content.

PART 2 PRODUCTS

2.01 SHEET METAL

- A. Quality Assurance: Galvanized steel sheet metal except where otherwise indicated. Metal gauges, joints and reinforcement in accordance with Mechanical Code, ASHRAE and SMACNA standards. Ductwork shall be fabricated to the following pressure classifications:
 - 1. Return and exhaust ducts: 2" negative.
 - 2. Supply ducts from fan discharge to VAV box inlet: 4" positive. VAV box discharge to diffuser: 1" positive.
 - 3. Underfloor ductwork shall be per 2.1K unless associated with low return ducts and plenums with less than 10' of length below grade. Short runs of RA ductwork below grade may be constructed of 300 Series stainless steel with fully welded seams. Ducts to be lined per code for below grade ducts. Metal gauge shall be at least 20 gauge.
- B. Acoustical Duct Lining: Line ducts with 1" thick lining (unless noted otherwise) for installation inside the building insulation envelope, and 1-1/2" for installation outside the building insulation envelope. Density shall be 3 lb / ft³ minimum. Owens Corning, QuietR, or equal Schuller, or Certain Teed. Meeting NFPA 90A and B requirements for maximum flame spread and smoke developed. Duct liner adhesive shall conform to ASTM C916. Mechanically attach lining to sheet metal duct with fasteners conforming to SMACNA Standard MF-1-1971, Schuller Grip Nails or Gramweld welding pins. Apply fire-retardant type adhesive similar to Schuller No. 44 adhesive, Benjamin Foster 81-99, Insul-Coustic 22 or 3M equivalent on all leading edges, joints and seams.
- C. Duct Sealing Tapes: Provide one of the following UL listed ductwork sealing tape systems.
 - 1. Two-part sealing system with woven fiber, mineral gypsum impregnated tape and non-flammable adhesive. Hardcast "DT" tape and "FTA-20" adhesive, United "Uni-Cast" system, or accepted substitute.

2. For joints and seams exposed to the weather in lieu of soldering, United "Uni-Cast" system or approved.
 3. Sealing systems with VOC content are not allowed.
 4. Sealants and Primers – General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No. 1168.
- D. Optional Duct Joints for Sheet Metal Ducts: "Ductmate System" by Ductmate Industries, Inc., Ward Duct Connectors, Inc., Mez Industries, or acceptable substitute. Spiramir self-sealing round duct connector system meeting Class 3 leakage standards with EPDM o-ring seal.
- E. Concealed Round Duct: Round and flat oval spiral seam duct shall be manufactured of galvanized sheet metal with spiral lock seam. Construction, gauges, and reinforcement in accordance with SMACNA standards. Fittings shall be manufactured of galvanized steel with spot welded or riveted and sealed seams or continuously welded seams. Snap lock longitudinal seam duct shall fully comply with SMACNA standards for duct gauge and seam type for appropriate pressure class. Adjustable elbows are prohibited.
- F. Flexible Ductwork-Low Pressure: Insulated low pressure flexible duct, factory fabricated assembly consisting of a zinc-coated spring steel helix seamless inner liner, wrapped with a nominal 1" thick insulation for installation inside the building insulation envelope, and 1-1/2" for installation outside the building insulation envelope, 1 pound/cubic foot density fiberglass insulation. The assembly shall be sheathed in a vapor barrier jacket, factory vapor resistance sealed at both ends of each section. The composite assembly, including insulation and vapor barrier, shall meet the Class 1 requirements of NFPA Bulletin No. 90-A and be labeled by Underwriters Laboratories, Inc., with a flame spread rating of 25 or less and a smoke developed rating of 50 or under. The duct shall have factory sealed double air seal (interior and exterior) to assure an airtight installation. Genflex, ATCO, Wiremold, Thermaflex, Glassflex, Clevepak, Schuller, or accepted substitute.

2.02 ACCESSORIES

- A. Manual Volume Dampers: Construct of material two gauges heavier than duct in which installed; single plate up to 12" wide; multiple over 12" wide. Hem both edges 1/2" and flange sides 1/2". Use Young, Duro-Dyne, MAT, or accepted substitute damper accessories. Young numbers are shown.
1. No. 605 bearing set with No. 403 regulator for dampers up to 24" long.
 2. For dampers over 24" long use No. 660 3/8" rod, No. 656 end bearing and No. 403 regulator.
 3. Where damper regulators are not readily accessible, use No. 660 or No. 661 rod extensions and No. 301 and No. 315 concealed damper regulators or MAT cable operated dampers as required.
- Location of all volume dampers is not necessarily shown on Drawings; minimum required is one in each supply, return or exhaust main, and one in each branch.
- B. Locking Connection Straps: 1/2" wide positive locking steel straps or nylon self-locking straps. Panduit or accepted substitute.
- C. Access Doors In Sheet Metal Work:
1. Hollow core double construction of same or heavier gauge material as duct in which installed. Use no door smaller than 12" by 12" for simple manual access or smaller than 18" by 24" where personnel must pass through infrequently. Use 24" by 60" minimum for filters and more frequent maintenance. Use Ventlok or accepted substitute hinges and latches on all doors.
 - a. 100 Series hinges and latches on low pressure system doors up to 18" maximum dimension.
 - b. 200 Series on larger low pressure system doors and 333 Series on high pressure systems.
 2. Construct doors up to 18" maximum dimension with 1" overlap, furr and gasket with 3/4" by 1/8" sponge rubber. Fit larger doors against 1-1/2" by 1/8" or angle frame and gasket with 3/4" by 1/8" sponge rubber or felt.

- D. Anti-Backdraft Dampers: Connected, gasket-edged aluminum blades set in 14 gauge or heavier steel frame; brass, nylon or Teflon bearings; equip with spring helper with tension adjustment feature or with adjustable counterweight and adjust to open when not more than 0.10" wg pressure is applied. Ruskin CBS-4, Greenheck, Pacific Air Products, Air Balance, Controlair or accepted substitute.
- E. Flexible Connections: Neoprene impregnated fiberglass connection. Ventglass, Duro-Dyne, or accepted substitute.
- F. Fire Dampers:
 - 1. Provide dampers with rating equal to surrounding construction where penetrations are made through fire-resistant rated construction per applicable codes. Provide access panels of proper fire rating. Size dampers to maintain free area through damper same as unobstructed run of duct or opening.
 - 2. Dynamic Fire Dampers: Constructed and approved in accordance with UL Standard 555 for horizontal or vertical installations. Selection of dampers shall not exceed manufacturer's recommended CFM at 4" of static pressure for unducted dampers and 8" of static pressure for ducted dampers.

2.03 GRILLES, REGISTERS AND DIFFUSERS

- A. Description: Provide grilles, registers and diffusers as shown on the Drawings.
- B. Finishes:
 - 1. Steel: Flat white enamel prime coat, factory applied on ceiling diffusers. Others are to have a baked enamel finish, color as selected by Architect.
 - 2. Aluminum: Anodized clear finish unless indicated otherwise.
- C. Manufacturers: Carnes, Krueger, Titus, Price, Nailor, and Tuttle & Bailey are accepted substitutes where only Titus model numbers are listed. Where other manufacturer's products are listed and/or "accepted substitute" is indicated, only the products or an accepted substitute for that item shall be provided.
- D. Ceiling Return and/or Exhaust Register: Perforated snap-in or concealed hinged face plate. Use in spaces containing ceiling diffusers and/or T-bar ceilings. Provide with damper except where dampered plenums are indicated. Provide with ceiling radiation fire damper and diffuser fire rated blanket at all units. Match manufacturer of supply.
- E. Sidewall Supply Grille or Register: Double deflection grille with face bars parallel to long dimension on ceiling type and horizontal on wall type; bars to be individually adjustable, spaced on 0.66" to 0.75" centers; key operated opposed blade volume damper. Titus Aero-blade grille 272RL.
- F. Sidewall or Ceiling Return or Exhaust Register: Face bars parallel to long dimension on ceiling type and horizontal on wall type; bars set at 35 degrees to 45 degrees, spaced on 0.66" to 0.75" centers; key operated opposed blade volume damper. Titus 23RL Aero-blade Series.
- G. Modular Core Ceiling Diffusers: 1 to 4-way pattern control. Pattern of distribution as indicated. Provide with frame for unit as required. Provide with ceiling radiation fire damper and diffuser fire rated blanket at all units. Titus PAS Series.
- H. Heavy Duty, Adjustable Bars Low Return Grille: All welded construction with heavy 14 gauge, adjustable round edge steel horizontal face bars at 1/2" on centers and reinforced every 6" to 8". Titus 33 Series.
- I. Steel Door Transfer Grilles and Sidewall Transfer grilles: All welded construction with 20 gauge, fixed inverted V-blades with a deflection angle of 77 so as to provide a sight proof design.
- J. Plaster Frames: Provide plaster frames for all diffusers, grilles or registers installed in plaster walls or ceiling. Where register face is aluminum, the plaster frame shall be aluminum. Frame to match manufacturer of register or be of compatible size of listed manufacturer. Titus TRM/TRM-S.

PART 3 EXECUTION

3.01 EQUIPMENT INSTALLATION

- A. Air Handling Equipment Installation and Arrangement: Install and arrange as shown on Drawings. Comply with the manufacturer's recommendations for installation, connection, and start-up.
- B. Equipment Access Panels: Locate free of all obstructions such as ceiling bars, electrical conduit, lights, ductwork, etc.
- C. Filters: Install specified filters or accepted substitute temporary construction filters in supply units and systems prior to start-up or use for drying and/or temporary heat. Replace prior to acceptance of project.

3.02 INSTALLATION OF GRILLES, REGISTERS AND DIFFUSERS

- A. Size and air handling characteristics shall be as shown on the Drawings.
- B. Locate, arrange, and install grilles, registers and diffusers as shown on the Drawings. Locate registers in tee-bar ceilings with diffusers centered on the tile unless indicated otherwise.

3.03 DUCTWORK INSTALLATION

- A. Support: Install ductwork with 1" wide strap cradle hangers not more than 8' on centers or as required by code. Support terminal units independent of adjacent ductwork. Attach to available building construction according to good practices for materials involved. Manufactured hanger system acceptable in lieu of fabricated hangers at Contractor's option. Ductmate "Clutcher" system or approved. Support flexduct where shown to be used for lengths beyond 4' per above requirements. Comply with SMACNA Duct Construction Standard Figure 3-9 and 3-10.
- B. Fan and Air Handling Unit Flexible Connections: Install neoprene impregnated fiberglass connections in ductwork at all rotating equipment. Ventglass, Duro-Dyne or accepted substitute.
- C. Elbows and Fittings: Construct elbows with throat radius equal to duct width in plane of turn or make them square and provide double wall, air foil turning vanes.
- D. Fittings: Make transitions and take-offs as shown on Drawings. Provide volume dampers and splitter dampers as indicated on Drawings and as specified. Saddle tees are not allowed.
- E. Acoustical Duct Lining:
 - 1. Acoustically line all fan unit intake and discharge plenums, all ductwork indicated as lined on the Drawings, all sheet metal ductwork specified per Section 23 0700 as insulated, where exposed to view or subject to damage in areas such as mechanical rooms, and, at the Contractor's option, all insulated ductwork specified in Section 23 0700 except outside air intake ducts. The duct size noted on the Drawings is the clear opening of the duct with insulation. Insulation shall not reduce duct size listed.

2. All duct designated to receive duct liner shall be completely covered with a fire-resistant, fiber-bonding coating, or covering (composite, polymer, vinyl or neoprene) that reduces airflow resistance and controls fiber release. The duct lining shall be adhered to the sheet metal with 100% coverage of a fire retardant adhesive. The coated surface of the duct liner shall face the airstream. When width of duct exceeds 12" and also when height exceeds 24", use corrosion resistant mechanical fasteners 12" on center maximum lateral spacing and 18" on center maximum longitudinal spacing. Start fastening within 3" of upstream transverse edge of the liner and within 3" of the longitudinal joint. Mechanical fasteners shall be either impact-driven or weld-secured and shall not pierce the duct walls. Fasteners and washers of the specified type and length shall be used assuring no greater than 10% compression of the liner thickness. Installation shall be made so that no fastener pins protrude into the airstream. No gaps or loose edges shall occur in the insulation. Top pieces shall be supported by the side pieces. Provide insulated build out frames for attaching dampers at running vanes where required.
 3. All transverse and longitudinal abutting edges of duct lining shall be sealed and lapped 3" with a heavy coat of approved adhesive, in accordance with the manufacturer's recommendations. All upstream transverse edges shall be installed with sheet metal nosings. All raw exposed edges of lining shall be 'battered' with approved adhesive.
- F. Manual Volume Dampers: Location of all volume dampers are not necessarily shown on the Drawings. Provide a minimum of one volume damper in each supply, return or exhaust branch. Do not install dampers closer than 3 duct diameters to the diffuser.
- G. Duct Insulation: Specified in Section 23 0700.
- H. Sleeves: Provide galvanized sheet metal plaster ring around ductwork penetrating exposed finished walls. Sleeve and flash all duct penetrations through exterior walls in an air tight and weatherproof manner.
- I. Plenums: Construct sheet metal plenums and partitions of not lighter than 18 gauge galvanized steel and reinforce with 1-1/2" by 1/2" by 1/8" angles as required to prevent drumming or breathing.
- J. Access: Install necessary access opening and covers for cleaning, wiring or servicing motors, filters, fans, both entering and leaving air sides of coils, fire and/or smoke dampers and to other equipment located within or blocked by sheet metal work.
- K. Sealing: Caulk, seal, grout and/or tape ductwork and plenums to make airtight at seams, joints, edges, corners and at penetrations. Solder all seams, joints, etc., on all ductwork exposed to the weather. Install specified tape in accordance with manufacturer's requirements using degreaser on surfaces to be taped and wiped to eliminate moisture.

3.04 FIELD QUALITY CONTROL

- A. Disassemble, reassemble, and seal segments of systems as required to accommodate leakage testing and as required for compliance with test requirements.
- B. Conduct test, in presence of Architect, at static pressures equal to maximum design pressure of system or section being tested. If pressure classifications are not indicated, test entire system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure. Give seven days' advance notice for testing.
- C. Determine leakage from entire system or section of system by relating leakage to surface area of test section.
- D. Maximum Allowable Leakage: Comply with requirements for Leakage Classification 3 for round and flat-oval ducts, Leakage Classification 12 for rectangular ducts in pressure classifications less than and equal to 2-inch wg (both positive and negative pressures).
- E. Remake leaking joints and retest until leakage is less than maximum allowable.
- F. Leakage Test: Perform tests according to SMACNA's "HVAC Air Duct Leakage Test Manual."

3.05 NEW DUCTWORK CLEANING

- A. Store all ductwork materials on pallets or above grade, protected from weather, dirt/mud and other construction dust.
- B. Remove all accumulated dust, dirt, etc. from each duct section as it is being installed.
- C. Prior to installation of diffusers, grilles and registers, install temporary system filters and cover all diffuser, grille and register openings with temporary 25% efficiency filter materials and start the fan systems. Operate fans a minimum of 8 hours. Remove all temporary filters at the end of that period.
- D. Clean all diffusers, grilles and registers just prior to project final completion.
- E. Cover all ductwork terminations during construction to prevent accumulation of dust and debris.

3.06 EXISTING DUCT CLEANING

- A. Return Air and Outside Air Duct System Cleaning.
 - 1. Clean all branch and main trunk lines associated with return air streams.
 - 2. Install additional entry points as needed to provide thorough cleaning.
 - 3. Seal access points after cleaning.
 - 4. Mark location of manually operated dampers and air-direction devices before cleaning and return to marked position upon completion.
 - 5. Protect all furniture and equipment during cleaning.
 - 6. Replace filters if provided by the school district.
 - 7. Return all ceiling tiles, access panels, and any furniture or equipment moved to original position.
 - 8. Clean up all debris created by cleaning.
 - 9. Provide before and after pictures of ductwork to Owner upon completion.
 - 10. See Section B for details.
- B. Detailed Duct and Equipment Cleaning.
 - 1. The ACR NADCA Standard 2013 will be referenced in this procedure. References made to that standard by default include the supporting information (definitions, terms, etc.) of that document. References to NADCA reference the standard. Comply with sections 2 and 3 of NADCA Procedure.
 - 2. Service Openings: Service openings may be needed to perform assessment, cleaning and restoration (ACR) procedures. Below are the minimum requirements for service openings.
 - a. Service openings installed into the system shall not degrade the structural, thermal, or functional integrity of the system.
 - b. Service openings shall be created in a manner that allows for proper closure.
 - c. Service openings shall not hinder, restrict, or alter the airflow within the air duct.
 - d. Service opening construction materials and methods shall be in compliance with industry standards and local codes, using materials acceptable under those standards and codes.
 - 3. Materials used in the fabrication of duct access doors and permanent panels shall be those classified for flammability and smoke spread if the material is exposed to the internal airstream. These materials are classified as having a flame-spread rating of not over 25 without evidence of continued progressive combustion and a smoke-developed rating of not over 50, as determined by UL 723.
 - 4. All tapes used in the installation and closure of service openings shall meet the requirements of UL 181A.
 - 5. All service openings shall comply with applicable UL, SMACNA and NFPA standards, as well as local, regional, and state codes.
 - 6. Service Panels:
 - a. Service panels used for closing service openings in the HVAC system shall be of an equivalent gauge or heavier so as to not compromise the structural integrity of the duct.
 - b. Service panels used for closing service openings shall be mechanically fastened (screwed or riveted) at minimum every 4" on center. The panel shall overlap the ductwork surfaces by a minimum of 1" on all sides.

- c. It is recommended that service panels used for closing service openings be sealed with gaskets, duct sealants, mastic, or tape.
- 7. Prefabricated Duct Access Doors: The gauge of the duct access door shall be based on the pressure class of the duct system and shall be installed according to manufacturer's specifications.
- 8. Drilled 1" Service Openings: Drilled 1" service openings shall be closed with materials meeting UL 181 for smoke generation and flame spread.
- 9. Flexible Duct Systems: Service openings shall not be made in flexible ductwork.
- 10. Cleaning and Restoration of HVAC Systems: HVAC systems shall be cleaned by using a suitable agitation device to dislodge contaminants from the HVAC component surface and then capturing the contaminants with a vacuum collection device.
- 11. Wet Cleaning, Power Washing, and Steam Cleaning: Wet cleaning, power washing, steam cleaning and any other form of wet process cleaning of HVAC system components shall not damage or result in subsequent damage to the components. Cleaning agents or water shall never be applied to electrical, fibrous glass or other porous HVAC system components.
- 12. Vacuum Collection Equipment: Vacuum collection equipment shall be operated continuously during cleaning. The collection equipment shall be used in conjunction with agitation tools and other equipment to convey and collect debris and prevent cross-contamination of dislodged particulate during the mechanical cleaning process. Maintain capture velocities per NADCA 4.5.
- 13. Confined Space Cleaning: When working inside a confined space, health and safety concerns shall be a priority. The duct support system, internal components, configuration and confined space concerns shall be evaluated for safety prior to entry. It is recommended that a Certified Safety Professional be consulted as needed.
- 14. Air-Handling Unit (AHU) Cleaning: It is recommended that air-handling coils, fans, condensate pans, drains and similar non-porous surfaces be wet cleaned in conjunction with mechanical methods.
 - a. Efforts to control water extraction shall be sufficient to collect debris and prevent water damage to the HVAC components and surrounding equipment and structure.
 - b. The capture, containment, testing and disposal of waste water generated while performing wet cleaning shall be in accordance with applicable local, regional, state, and federal regulations.
- 15. Air Duct Cleaning: Air ducts shall be cleaned to remove all non-adhered substances and shall be capable of passing NADCA cleanliness verification tests.
 - a. Air ducts shall be accessed through service openings in the system that are large enough to accommodate mechanical cleaning procedures and allow for cleanliness verification.
 - b. Air ducts shall be cleaned using mechanical agitation methods to remove particulate, debris, and surface contamination.
 - c. Dislodge substances shall be captured with a vacuum collection device.
 - d. Cleaning activities shall not damage any HVAC components.
- 16. Dampers: Dampers and any air-directional mechanical devices shall have their position marked prior to cleaning and shall be restored to their marked position after cleaning.
- 17. Registers, Grilles, Diffusers: It is recommended that all registers, grilles, diffusers, and other air distribution devices be removed if possible, properly cleaned, and shall be restored to their previous position.
- 18. Smoke and/or Fire Detection Equipment: Cleaning activities shall not impair, alter or damage any smoke and fire detection equipment located within the facility, or attached to and serving the HVAC system.
- 19. Post-Cleaning Inspection: If debris still remains on the coil after cleaning, the process shall be repeated.
- 20. Control of Odors and Product Emissions: All products used shall comply with any local, regional, state, and federal regulations and/or other laws regulating the use of such agents.
- 21. Remediation of Mold Contamination: Remediating mold shall be performed in accordance with the IICRC S520 Standard for Professional Mold Remediation and the cleaning/restoration of the HVAC system provisions as outlined within this Standard.
- 22. Surface Treatments: Surface treatments may be used to restore the integrity of material surfaces as an alternative to replacement. Surface treatments shall only be applied after confirming the system has been cleaned and has passed the specified level of cleanliness verification.

23. Removal of Mold Contaminated Porous Materials: It is recommended that porous materials with mold growth (Condition 3) be properly removed and replaced. This task shall be followed by surface cleaning using mechanical cleaning methods.
 - a. The mechanical cleaning methods selected for duct liner or fibrous glass duct board shall not create abrasions, breaks, or tears to fibrous glass liner or duct board surfaces.
24. Resurfacing Fibrous Glass Surfaces: Resurfacing may be considered when thermal acoustic fibrous glass components, including air duct liner or duct board in the HVAC system, are considered friable, or exhibit visual signs of abrasion, degradation, or other undesirable conditions. Resurfacing may also be considered when the project work plan requests smoothing fiber glass surfaces to reduce future particulate collections within the HVAC system.
 - a. If resurfacing is to be performed, an assessment shall be made to determine whether the surface of the component will provide a strong, bondable surface for the coating material after undergoing proper mechanical cleaning.
 - b. If fibrous glass materials are beyond restoration and deemed unsuitable to support the proper application of a surfacing product or unable to provide a long-term bondable surface, resurfacing shall not be performed.
25. Damaged Fibrous Glass Material: When there is evidence of damage, deterioration, delaminating, friable material, such that cleaning or resurfacing cannot restore fibrous glass materials, replacement is recommended. Call to the attention of the Engineer.
26. HVAC System Repair: HVAC components found to have pre-existing damage during the cleaning process shall be documented and brought to the attention of the Engineer.
27. After return air and exhaust air ducts have been cleaned operate the fan system at full speed for a minimum of 8 hours. Then proceed to cleaning air handler unit and supply air ductwork.
28. Allow a one week window scheduled at least 7 days prior with Engineer to inspect final cleaning of ducts and fans systems. Systems shall be selected randomly by the Engineer. Provide a technician to assist with air handler or duct access. For ductwork cleaning provide photo evidence per reference standard with reference markers as to location showing before and after conditions. If inspection of air handlers at that time is not possible provide photo documentation per referenced standard.
29. In the event that Engineer does not agree that the fan is clean method 2 from the referenced standard shall be implemented using cleaning and test equipment furnished by the duct cleaning Contractor.

END OF SECTION

SECTION 23-3400

HVAC FANS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide Fans as specified herein and shown on the Drawings.
- B. Equipment capacity and size as indicated in the equipment lists on the Drawings.
- C. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Air Handling Equipment: Rated in accordance with AMCA certified rating procedures and AMCA labeled.
- B. See Commissioning specification for additional requirements.

1.03 SUBMITTALS

- A. Submit catalog data, construction details and performance characteristics for each fan.
- B. Submit operating and maintenance data.

PART 2 PRODUCTS

2.01 EXHAUST FANS

- A. Inline Cabinet Exhaust Fan: Direct drive, forward curved centrifugal wheel and EC motor designed for external spring vibration isolators; provide duct connection with 120 volt motorized damper to open with fan operation. Size and capacity as indicated on Drawings. Provide neoprene flexible connections on intake and discharge. Carnes, Greenheck, Cook, Twin City, or approved.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install and arrange equipment as shown on the Drawings and as recommended by the equipment manufacturer.

3.02 AIR HANDLING INSTALLATION

- A. Installation and Arrangement: Air handling equipment shall be installed and arranged as shown on the Drawings. Comply with the manufacturer's recommendations for installation connection and start-up.
- B. Train Owner's maintenance personnel to adjust, operate and maintain the entire unit. Refer to Division 01 Section Closeout Procedures and Demonstration and Training.

3.03 CONTROLS

- A. Wiring: All wiring shall be in accordance with the National Electrical Code and local electrical codes.

END OF SECTION

SECTION 23-4000
HVAC AIR CLEANING DEVICES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide Air Cleaning Devices as specified herein and as shown on the Drawings.
- B. Materials characteristics and size shall be as indicated on the Drawings.
- C. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Air Equipment Rating: In accordance with ASHRAE 52.2-2007.

1.03 SUBMITTALS

- A. Submit catalog data, construction details and performance characteristics for all manufactured materials.
- B. Submit operating and maintenance data.

PART 2 PRODUCTS

2.01 AIR FILTERS

- A. Disposable Media, MERV 8 Rated:
 - 1. Disposable, preformed 100% synthetic non-woven media, pleated 2" thick cartridge type with carrier board frames with diagonal and horizontal supports. Average ASHRAE test efficiency of MERV 8 per ASHRAE 52.2-2007 App J with initial pressure drop across the clean filter bank not exceeding 0.2" W.C. when operating at 500 FPM. The filter media shall have an Underwriters Laboratories UL 900 Class 2 listing.
 - 2. Provide specified filters for temporary heat and testing during construction and replace filters with new clean, specified filters prior to acceptance of project by Owner (two complete sets of media are required).
 - 3. Flanders or equal Farr.

PART 3 EXECUTION

3.01 EQUIPMENT INSTALLATION

- A. Air Handling Equipment Installation and Arrangement: Install and arrange as shown on Drawings. Comply with the manufacturer's recommendations for installation, connection, and start-up.
- B. Equipment Access Panels: Locate free of all obstructions such as ceiling bars, electrical conduit, lights, ductwork, etc.
- C. Filters: Install specified filters or accepted substitute temporary construction filters in supply units and systems prior to start-up or use for drying and/or temporary heat. Provide 1 additional set of filters and replace those installed during Balancing and Commissioning process.
- D. Install and arrange equipment as shown on the Drawings and as recommended by the equipment manufacturer.

END OF SECTION

SECTION 23-7000

HVAC DEVICES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide Heating, Cooling, and Ventilating Equipment as specified herein and shown on the Drawings.
- B. Equipment capacity and size shall be as indicated on the Drawings.
- C. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Air Handling Equipment: Rated in accordance with AMCA certified rating procedures and AMCA labeled.
- B. Air Conditioning and Refrigeration Equipment Rating: Rated in accordance with ARI certified rating procedures and ARI labeled.
- C. Gas-fired Equipment: Design certified by American Gas Association.
- D. Field Wiring: Comply with requirements of Section 23 0500.
- E. See Commissioning specifications for additional requirements.

1.03 SUBMITTALS

- A. Submit catalog data, construction details and performance characteristics for each HVAC unit.
- B. Submit operating and maintenance data.

PART 2 PRODUCTS

2.01 DEDICATED OUTSIDE AIR SYSTEMS (LESS THAN 1000 CFM)

- A. Product Specification
 - 1. Energy Recovery Ventilator (ERV) shall be a packaged unit and shall transfer both sensible and latent energy using static plate core technology.
- B. Quality Assurance
 - 1. The energy recovery cores used in these products shall be third party Certified by AHRI under its Standard 1060 for Energy Recovery Ventilators. AHRI published certifications shall confirm manufacturer's published performance for airflow, static pressure, temperature and total effectiveness, purge air (OACF) and exhaust air leakage (EATR). Products that are not currently AHRI certified will not be accepted. OACF shall be no more than 1.02 and EATR shall be at 0% against balanced airflow.
 - 2. Manufacturer shall be able to provide evidence of independent testing of the core by Underwriters Laboratory (UL), verifying a maximum flame spread index (FSI) of 25 and a maximum smoke developed index (SDI) of 50 thereby meeting NFPA90A and NFPA 90B requirements for materials in a compartment handling air intended for circulation through a duct system. The method of test shall be UL Standard 723.
 - 3. Unit shall be Listed under UL/ETL 1812 Standard for Ducted Air to Air Heat Exchangers and comply with CSA Standard 22.2.

4. The ERV core shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of ten (10) years from the date of purchase. The balance-of-unit shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of two (2) years from the date of installation.
- C. Energy Transfer: The ERV shall be capable of transferring both sensible and latent energy between airstreams. Latent energy transfer shall be accomplished by direct water vapor transfer from one airstream to the other, without exposing transfer media in succeeding cycles directly to the exhaust air and then to the fresh air.
- D. Passive Frost Control: The ERV core shall perform without condensing or frosting under normal operating conditions.
- E. Positive Airstream Separation: Water vapor transfer shall be through molecular transport by hydroscopic resin and shall not be accomplished by "porous plate" mechanisms. Exhaust and fresh airstreams shall travel at all times in separate passages, and airstreams shall not mix. No metal separators or metal core material shall be acceptable.
- F. Laminar Flow: Airflow through the ERV core shall be laminar over the products entire operating airflow range, avoiding deposition of particulates on the interior of the energy exchange plate material.
- G. Construction
 1. The energy recovery component shall be of fixed-plate cross-flow construction, with no moving parts.
 2. No condensate drain pans or drains shall be allowed and unit shall be capable of operating both winter and summer conditions without generating condensate.
 3. The unit case shall be constructed of G90 galvanized, 20-gauge steel, with lapped corners and zinc-plated screw fasteners.
 4. Access doors shall provide easy access to blowers, ERV cores, and filters. Doors shall have an airtight compression seal using closed cell foam gaskets. Pressure taps, with captive plugs, shall be provided allowing cross-core pressure measurement allowing for accurate airflow measurement.
 5. Case walls and doors shall be insulated with 1 inch, 4 pound density, foil-scrim faced, high-density fiberglass board insulation, providing a cleanable surface and eliminating the possibility of exposing the fresh air to glass fibers, and with minimum R-value of 4.3 (hr·ft·°F/BTU).
 6. See Section 23 40 00 for Filter Frames and Media. Provide filters at inlet to both sides of energy recovery Media.
 - a. Flanders or equal Farr.
 7. Unit shall have single-point power connection. Provide internal transformer as required to operate the OSA and exhaust dampers from unit power connection. Dampers shall open with fan operation.
 8. Blower motors shall be EC type.
 9. The unit electrical box shall include a factory installed, non-fused disconnect switch and a 24 VAC, Class II transformer/relay package.
 10. Provide factory OSA and exhaust dampers at the inlet / outlet of each fan system.
- H. Renew Aire, American Aldes, or approved.

2.02 ELECTRIC DUCT HEATERS

- A. UL approved assembly for zero clearance duct mounting. Heating elements shall be open coil, Grade "A" (20% chromium and 80% nickel) resistance wire supported with ceramic bushings. Element assembly mounted in heavy steel flanged frame members. Accessories shall include low voltage control contactors with terminal blocks, UL listed automatic resetting and manual resetting high limits, and pressure differential air flow switch with power interlock.
- B. Provide completely prewired unit for single field power circuit connection. For operation on voltage shown on Electrical Drawings. Unit shall include SCR operation with 0-10v input signal.
- C. Indeco, Heatrix, Redd-I, King, Valley, or approved substitute.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install and arrange equipment as shown on the Drawings and as recommended by the equipment manufacturer.
- B. Piping: Refer to applicable sections for piping, ductwork, insulation, painting, etc.

3.02 HVAC EQUIPMENT INSTALLATION

- A. Installation and Arrangement: Air handling equipment shall be installed and arranged as shown on the Drawings. Comply with the manufacturer's recommendations for installation, connection, and start-up. Complete manufacturer's IOM.start-up document.
- B. Lubrication: All moving and rotating parts shall be lubricated in accordance with the manufacturer's recommendations prior to start-up.
- C. Filters: Specified filters or approved temporary construction filters shall be installed in supply units prior to start-up or used for drying and/or temporary heat. See specifications related to ensuring ducts remain clean during construction for more information.
- D. Manufacturer's Field Service: Engage a factory authorized service representative to inspect field assembled components and equipment installation, to include electrical and piping connections. Report results to A/E in writing. Inspection must include a complete startup checklist to include (as a minimum) the following: Completed Start-Up Checklists as found in manufacturer's IOM.
- E. Engage a factory authorized service representative to perform startup service. Clean entire unit, comb coil fins as necessary, and install clean filters. Verify water source for compliance with manufacturer's requirements for flow and temperature. Measure and record electrical values for voltage and amperage. Refer to Division 23 "Testing, Adjusting and Balancing" and comply with provisions therein.
- F. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate and maintain the entire Make-Up Air unit. Refer to Division 01 Section Closeout Procedures and Demonstration and Training.

END OF SECTION

SECTION 23-8000
TERMINAL HVAC EQUIPMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide Heating, Cooling, and Ventilating Equipment as specified herein and shown on the Drawings.
- B. Equipment capacity and size shall be as indicated on the Drawings.
- C. Related Work: The requirements of Section 23 0500, Common HVAC Materials and Methods, also apply to this section.

1.02 QUALITY ASSURANCE

- A. Air Handling Equipment: Rated in accordance with AMCA certified rating procedures and AMCA labeled.
- B. Air Conditioning and Refrigeration Equipment Rating: Rated in accordance with ARI certified rating procedures and ARI labeled.
- C. See Commissioning specification for additional requirements.

1.03 SUBMITTALS

- A. Submit catalog data, construction details and performance characteristics for each HVAC unit.

PART 2 PRODUCTS

2.01 NON-DUCTED, SPLIT SYSTEM COOLING UNIT

- A. Indoor Section: Non-ducted, compact fan coil unit designed for wall mounting.
- B. Outdoor Section: Capacity matched with indoor section, steel cabinet with hermetically sealed compressor, accumulator, crankcase heater, high and low pressure switches, restart delay relay, and propeller fans.
- C. Refrigerant Piping: See Section 23 2300.
- D. Unit shall be R-410A.
- E. Power for indoor unit shall be derived from outdoor unit for systems smaller than 2-1/2 tons.
- F. Provide with integral pump for location where gravity drain is not indicated on drawings. Provide with hardwired controller / thermostat.
- G. Acceptable Manufacturers: Mitsubishi, LG, or Daikin.
- H. Minimum efficiency shall be 18 SEER per AHRI 210/240 test procedure.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install and arrange equipment as shown on the Drawings and as recommended by the equipment manufacturer.

END OF SECTION

SECTION 26 0500
BASIC ELECTRICAL MATERIALS & METHODS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish labor, supervision, permits, materials and equipment to complete the work required in Division 26 and by the contract documents.
- B. It is the intention of this Section of the Specifications and the accompanying drawings to describe and provide for the furnishing, installing, testing and placing in satisfactory and successful operation all equipment, materials, devices and necessary appurtenances to provide a complete electrical system, together with such other miscellaneous installations and equipment hereinafter specified and/or shown on the Plans.

1.02 CONTRACT DOCUMENTS

- A. The Contract Documents are complimentary, and what one affecting this Division requires shall be binding as if repeated herein.
- B. Separation of this Division from other Contract Documents shall not be construed as complete segregation of the work.
- C. Electrical work shall include both this Division as well as other Divisions as applicable, such as:
 - 1. Division 27, Communications

1.03 CODES

- A. Meet requirements of State of Oregon Electrical Specialty Code, Oregon Administrative Rules Chapter 437, American Society of Testing and Materials (ASTM) Federal Specifications, American National Standards Institute (ANSI), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), Underwriters Laboratory (UL), National Electrical Code, National Electrical Safety Code, all rules and regulations of the local serving utility, National Board of Fire Underwriters and Oregon Structural Specialty Code International Building Code (IBC). All Codes, rules, and regulations shall be the current or latest edition adopted by authorities having jurisdiction at time of permit.
- B. Code requirements shall be considered a minimum guide for the work. Where contract documents require work materials in excess of Code minimum, install work as called for in contract documents.

1.04 PERMITS, LICENSES & TAXES

- A. The Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein. The Contractor shall arrange for inspection of work by the inspectors and shall give the inspectors all necessary assistance in their work of inspection. Division 26 Contractor shall make all necessary arrangements for installation of electrical services indicated on plans.
- B. Utility installation fees will be paid by the Owner.

1.05 LAYOUT AND COORDINATION

- A. See General Conditions.
- B. Before starting work, carefully examine Architectural, Civil, Landscape, Structural, Plumbing, Heating, Ventilating and Air Conditioning Drawings to become thoroughly familiar with conditions governing work on this project. Verify elevations, measurements, rough-in requirements of equipment and its installation location before proceeding with the work. Install equipment with access as required by NEC.
- C. Prior Installation. Any electrical work installed prior to approval of coordination drawings shall be at the Contractor's risk. Subsequent relocations required to avoid interferences

shall be made without additional expense to the Owner. In case interference develops, the Engineer will decide which work shall be relocated, regardless of which was installed first.

- D. The existence of any wires, conduits, pipes, ducts or other service facilities is shown in a general way only. The Contractor is responsible for making the exact determination of the location and condition of these facilities.
- E. The Drawings indicate outlet and equipment locations, directions and locations of branch circuit wiring and homeruns. Verify all locations with actual field conditions.
- F. The horsepower of motors and apparatus wattages indicated on the plans and in the panel schedules are estimated requirements of equipment furnished under other Divisions of this contract and bid shall be based on these sizes. Overload elements, contactors, circuit breakers, fuses, conductors, etc., shall be furnished to suit actual equipment installed. Advise Engineer of any equipment changes affecting electrical circuits.
- G. The location of utilities indicated on the plans is taken from existing public records. The Contractor must determine the exact location and elevation of public utilities. The Contractor shall ascertain whether any additional facilities other than those shown on the Drawings may be present.
- H. The general directions and location of homeruns are indicated on Drawings and are to be extended to panels as though routes were completely shown. No homeruns or branch circuits are to be combined. Items which are installed other than as shown on Drawings and without receiving prior written approval will be ordered removed and installed as shown without additional cost to Owner.
- I. Owner shall not be responsible for any loss of unanticipated costs that may be suffered by the successful bidder as a result of such bidder's failure to fully inform himself in advance in regard to all conditions pertaining to the work and character of the work.
- J. Coordinate work with other crafts employed on the project. Should rearrangement or relocation of equipment be necessary, provide for approval the simplest layout possible for that particular portion of the work. Under no condition are beams, girders, footing or columns to be cut for electrical items unless so shown on Plans or written approval is obtained from the Architect or Engineer.
- K. Special attention shall be given for the following items and all conflicts shall be reported to the Engineer before installation for decision and correction:
 - 1. Door swings; switches shall be located on the "strike" side of the door.
 - 2. Location of radiators, grilles, pipes, ducts and other mechanical equipment so that all electrical outlets, lighting fixtures and other electrical outlets and equipment are clear from and in proper relation to these items.
 - 3. Location of cabinets and counters so that electrical outlets and equipment are clear from and in proper relation to these items.
 - 4. Within the limits indicated on the drawings, the maximum practicable space for operation, repair, removal and testing of equipment shall be provided.
 - 5. Contractor shall coordinate with HVAC installer (if separate from the Contractor) to wire the HVAC system when the installer is ready for power.
- L. Contractor shall consult the Architectural drawings for the exact height and/or location of all outlets, switches, lights, etc. specified herein or on the drawings.
- M. Outlet locations shown on the drawings are approximate. Contractor shall study the building drawings in relation to spaces and equipment surrounding each outlet so that the lighting fixtures are symmetrically located according to ceiling tile and room layout. When necessary, with the Engineer's approval, outlet shall be relocated to avoid interference with structural features of the building.

- N. Call to the attention of the Architect any error, conflict or discrepancy in Plans and/or Specifications. Do not proceed with any questionable items of work until clarification of same has been made.
- O. Supplementary Details and Plans may be supplied as required and they will become a part of the Contract Documents. The Architect or Engineer reserves the right to make minor changes prior to installation of specific electrical systems in the location of the conduits, outlets, etc., from those shown on the plans without extra charge to the Owner.
- P. Arrange work to reduce interruption of any existing service to minimum. When interruptions are unavoidable, consult Owner or Utility involved and agree in writing, with copy to the Architect, upon a mutually satisfactory time and duration.

1.06 SUBSTITUTION REQUESTS

- A. Substitution of Equipment. (Prior To Bid).
 1. Bids shall be based only upon the materials, construction and equipment specifically identified in the bidding documents, except as hereinafter provided.
 2. If Contractors wish to use items of equipment other than those named in their base bid, Contractor shall apply in writing to the Engineer for approval of substitution at least 10 days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items he proposes to furnish.
 3. Equipment and materials proposed for substitution shall be similar in design and equal in quality and function to those specified.
 4. Submittal shall be in triplicate with identification of the item to be substituted and clearly marked with all pertinent data depicting proper characteristics of proposed item.
 5. Contractor's description of his proposed substitution shall specifically note all differences between the item specified and the proposed substitution.
 6. If the Engineer approves any proposed substitution, such approval will be set forth in an Addendum or in writing to the person submitting equipment for approval.
 7. Where a substitution alters the design or space requirements indicated, Contractor shall include all items of cost for the revised design and construction including cost of all allied trades.
 8. Unless requests for changes in base bid specifications are received and approved prior to the opening of bids, as defined above, the successful Contractor will be held to furnish specified items under his base bid. After Contract is awarded, changes in specifications will be made only as defined under Substitution of Equipment. (After bid).
- B. Substitution of Equipment or Materials. (After Bid).
 1. After execution of the Contract, substitution of equipment or makes other than those specifically named in the Contract Documents will be approved by the Engineer for the following reasons only:
 2. That the equipment proposed for substitution is equal to and/or superior to equipment named, in construction, efficiency and utility, and further that the equipment named in the specifications cannot be delivered to the job in time to complete the work in proper sequence to work of other Contractors, due to conditions beyond the control of the Contractor.
 3. To receive consideration, requests for substitutions must be accompanied by documentary proof of equality or difference in price and delivery, if any, in the form of certified quotations from suppliers of both specified and proposed equipment.

4. In case of a difference in price, the Owner shall receive all benefit of the difference in cost involved in any substitution and the Contract altered by Change Order to credit Owner with any savings so obtained.

1.07 SUBMITTALS: SHOP DRAWINGS AND MATERIALS LISTS

- A. In addition to the requirements of General Conditions of Division 01, submit manufacturers data and Shop Drawings and Material Lists as required by individual sections of Division 26 (and otherwise associated Divisions).
- B. Before commencing work and within 30 days after award of contract, furnish six (6) copies of complete Shop Drawings and Material Lists to the Architect or Engineer.
- C. Include only information on exact equipment installed; not complete "line" of manufacturer. Where sheets show proposed equipment as well as other equipment, identify proposed equipment with black arrow, underlining or circling. Contractor is not to use red. Diagrams for systems to be complete Drawings for specific system installed. "Typical" line diagrams not acceptable unless properly marked to indicate exact system for this project.
- D. Single Submission. Data and shop drawings shall be supported and included in a single submission. Multiple submissions are not acceptable except where prior approval has been obtained from the Engineer. In such cases, a list of data to be submitted later shall be included with the first submission.
- E. Shop Drawings. Shop drawings shall include complete construction details, dimensions, material descriptions, diagrams or pictures showing physical characteristics, performance and test data, description of operation, installation methods, wiring diagrams and any other data or information necessary for a complete evaluation. (Note: do not re-draw the contract drawings. The drawings to be submitted under this subsection are all the supplemental drawings and manufacturers' specification drawings which are not included in the contract drawings.) Shop drawings are in addition and supplemental to the contract drawings.
- F. Identification. In addition to the requirements of Special Provisions, submittals shall be identified by the name of the system and applicable specification paragraph number.
- G. Delivery Prior to Approval. No item of material or equipment shall be delivered to the site or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- H. Compliance. Should the Contractor fail to comply with the requirements of these provisions, the Engineer reserves the right to select any or all items of materials and systems. Selection shall be final and binding upon the Contractor. Materials so selected or approved shall be used in the work at no additional cost to the Owner.
- I. Departures. If departures from the contract drawings are deemed necessary by the Contractor, details of such departures, including changes in related portions of the project and the reasons therefore, shall be submitted with the drawings. Where such departures require raceways or equipment to be supported otherwise than as shown, the details submitted shall include loadings and type and kind of frames, brackets, stanchions, or other supports necessary. Approved departures shall be made at no additional cost to the Owner.
- J. Electrical Diagrams. A complete electrical connection diagram for each item of equipment furnished under Division 26, which has electrically controlled components having more than one automatic or manual control device, shall be submitted for approval. Wiring diagrams shall identify each component, and one diagram shall show all interconnected or interlocked components. It is understood that the contract electrical drawings do not have to be submitted or copied for inclusion in this submittal.
- K. Contractor agrees that submittals processed by the Engineer are not change orders; that the purpose of submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by

indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

- L. Late submittals will not be considered an excuse for time extension for the project.
- M. Data not in conformity with these requirements will be returned for resubmittal.
- N. Organization:
 - 1. Assemble Shop Drawings and submittal data in hard cover loose-leaf ring binder. Provide cover with permanently attached typewritten or printed label with name of project, job number and heading reading "ELECTRICAL SUBMITTAL DATA".
 - 2. Organize data in each set in basic categories listed in index for Division 26 (and otherwise associated Divisions). Provide submittal data with typewritten index having same sequence, numbering and wording as index for Division 26 (and otherwise associated Divisions). In addition, provide divider sheets between each section with identifying tabs having same designations as index. Organize material in each section in same order and identify with same number and wording as paragraphs of specification section.
 - 3. Submit neat, clean copies of data, 8-1/2 inch by 11-inch size. Accordion fold required drawings to 8-1/2 inch by 11-inch size and include in submittal binder.

1.08 ELECTRICAL EQUIPMENT OPERATION AND MAINTENANCE MANUALS

- A. In addition to the requirements of the General Conditions of Division 01, submit manuals as required by individual Sections of Division 26 (and otherwise associated Divisions).
- B. Provide all electrical equipment and control information. The purpose of this manual is to provide one comprehensive document that illustrates and describes all the electrical equipment and instrumentation installed in the plant.
- C. For final acceptance of Division 26 work, provide to the Architect or Engineer six (6) copies of complete electrical operating and maintenance manuals for servicing of all equipment installed.
- D. Information included must be exact equipment installed, not complete "line" of manufacturer. Where sheets show equipment installed as well as other equipment, identify installed equipment with black arrow, underlining or circling. Contractor is not to use red. Diagrams for each system to be complete Drawings for specific system installed. "Typical" line diagrams not acceptable unless properly marked to indicate exact system for this project.
- E. Information shall include all revisions noted in shop drawings. Copies of stamped drawings are not acceptable.
- F. Provide General Contractor's name, contact person, telephone/fax numbers, include similar information for the sub-contractors.
- G. Include all electrical devices provided under all Divisions. Coordinate with other Division Contractors. The Contractor shall coordinate with the Division 17 contractor and the Software Integrator to include pertinent documentation from their responsibilities in this submittal.
- H. Manuals and documentation shall include calibration curves of every sensing device and a programming documentation sheet for every programmable device. The programming documentation sheet shall show the final operational value of every programmable parameter of every device. The purpose of this sheet is to provide maintenance personnel with a convenient source of information for programming the parameters of a replacement device should the old device fail.
- I. Organization:
 - 1. Assemble Shop Drawings and submittal data in hard cover loose-leaf ring binder. Contractor shall insert printed spine and cover title sheets to match font style and

size of the rest of the plant O&M manual set. Coordinate with the General Contractor.

2. Organize data in each set in basic categories listed in index for Division 26. Provide submittal data with typewritten index having same sequence, numbering and wording as index for Division 26. In addition, provide divider sheets between each section with identifying tabs having same designations as index. Organize material in each section in same order and identify with same number and wording as paragraphs of specification section.
3. Submit neat, clean copies of data, 8-1/2 inch by 11-inch size. Accordion fold required drawings to 8-1/2 inch by 11-inch size and include in submittal binder.

1.09 PROJECT RECORD DRAWINGS

- A. Maintain at the site one complete set of full-sized original prints for recording installed conditions (As-Builts). Keep record Drawings clean, undamaged and up to date as work progresses. Accurately indicate electrical work as actually installed with indications of all deviations, additions and omissions in red ink. Locate all buried exterior raceways or cables by actual dimensions from walls, center-lines or fixed points of reference.
- B. The purpose of these Record drawings is to provide the Engineer with an easy to read, complete record of the installation so that at the end of the project the Engineer can revise the original contract drawings to represent the actual installation. Color-coded and highlighted notes shall be used if these would make the Record Drawings easier to read.
- C. At the completion of the work, Contractor shall furnish the Engineer this original set of marked-up drawings. Final payment to the Contractor will not be authorized until these drawings have been submitted to and accepted by the Engineer.

1.10 CERTIFICATES

- A. For final acceptance of Division 26 work (and that of otherwise associated Divisions), provide certificate of approval from the applicable regulatory and permitting agencies certifying that the electrical work has been inspected and that the work conforms with the minimum requirements of the State Electrical Codes.

1.11 WARRANTY

- A. See Division 01.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Unless otherwise specified, all material to be new of recent manufacture, carrying full factory warranty, UL approved or approved by local inspection authority.
- B. All like materials shall be by the same manufacturer throughout the project.
- C. All material shall be new and bear manufacturer's name, model number, electrical characteristics and other identification and shall be the standard product of manufacturer regularly engaged in production of similar material.
- D. Access Panels:
 1. Provide access panels of adequate size for equipment requiring service and installed above plaster or gypsum board ceilings, behind walls or in furring.
 2. Furnish complete with correct frame for type of building construction involved. Size, number and location of access panels is not necessarily shown on Drawings.
 3. Use no panel smaller than 12 inches by 12 inches for simple manual access, nor smaller than 16 inches by 20 inches where personal must pass through.
 4. Access panels shall maintain ceiling fire rating.

5. Acceptable Manufacturers: Milcor A, K, L, or M panels or equivalent Bilco or Potter - Roemer as required by construction.

PART 3 - EXECUTION

3.01 FRAMING AND BLOCKING

- A. Structural framing will be done by the Contractor.
- B. Blocking required for sole use of electrical work such as fastening and support of outlet boxes, fixtures, panels, conduit, etc., will be by the Electrical Contractor.

3.02 PROTECTION

- A. Cap or plug all raceway openings during construction.
- B. Protect all completed work against dirt, water or chemical damage, mechanical accident or injury.
- C. Equipment found damaged or in other than new condition will be rejected as defective.

3.03 IDENTIFICATION

- A. Label complete electrical system to indicated use of each item of equipment or load served.
- B. Identification of Disconnecting Means: Provide identification of disconnects in accordance with Section 110-22 and Section 240-83 of the National Electrical Code.
- C. Identification of Conductors and Components for Distribution Systems Operating at Two or More Different Voltages: Identify components in accordance with Section 210-4(d) of the National Electrical Code. Required labeling shall be by Micarta plate.
- D. Provide black laminated white core engraved nameplates with lettering not less than 3/16 inch high attached to the outside of junction boxes larger than 4-11/16 inch; surface mounted cabinets, panelboards, time switches; disconnect switches, starters, contactor, relays; subdistribution and branch circuit panelboards, dry transformers and other items indicating equipment or load served. At flush mounted cabinets, panelboards, time switches and similar items mount nameplate on inside of door at finished areas and on outside of door at mechanical, storage rooms and other non-public spaces. Attach nameplates with epoxy glue.
- E. Flush mounted devices with stainless steel or plastic finish plates requiring identification to be engraved with lettering not less than 1/8 inch high with black color filling.
- F. Provide typewritten circuit schedules for panelboards, cross-connect panels and terminal cabinets. Schedules shall be covered with minimum of 0.018 inch thick clear rigid plastic installed in permanently attached metal frame holder located on inside face of door. Schedules to use final assigned room names/numbers, loads not plan designations.
- G. When making modifications to existing equipment or panelboards, provide labels as indicated in this section. Provide new typewritten circuit schedules for all modified panelboards.

3.04 INSTALLATION

- A. Wiring Requirements: Install wiring complete to every outlet with all devices shown and/or required. All wiring to be in raceways and concealed throughout finished areas unless specifically noted otherwise. For the purpose of electrical specifications, all areas, with the exception of boiler rooms, mechanical rooms and mechanical spaces, are to be considered as finished areas.
- B. Provide raceway connections between outlets, outlets and panels and equipment and panels as shown on Drawings. Size raceways according to governing codes unless otherwise noted.
- C. Locations:

1. Verify all locations with actual field conditions, and plans to avert possible installation conflicts.
 2. Coordinate work with that of other trades to assure symmetrical placing of fixtures in respect to ceiling tile, grilles, etc.
 3. Cabinets: Where electrical outlets occur in face, decks or base of cabinets or in walls above counters, carefully coordinate with details and arrangements of same.
 4. Any work, which is incorrectly installed without prior verification with General Contractor, Architect, Engineer and Drawings, will be ordered removed and relocated and any damage to other work shall be repaired at no cost to the Owner.
 5. In general, locate outlets as indicated in symbol schedule on Drawings.
- D. All mounting heights shown on drawings are from finish floor to centerline unless otherwise shown. Mounting heights at non-typical locations shown with (+) sign and height required noted adjacent to outlet. Outlets located in concrete block, brick or tile walls are to be adjusted in height to coordinate with modular joints of the materials.

3.05 PAINTING

- A. Painting in general will be covered under another Division of this specification, except items furnished under this Division that are scratched or marred in shipment or installation and/or require custom painting.
- B. Install equipment with manufacturer's standard finish and color unless otherwise specified. Refinish any marred or oxidized items restored to manufacturer's factory finish.
- C. Required surfaces or equipment with no standard finish; clean off grease and scale. Restore to smooth finish. Give one coat of primer, two coats finish.
- D. Paint and color as selected by Architect or Engineer.
- E. All exposed conduits on painted walls shall be painted to match wall and trim colors. Conduit labels shall be neatly affixed and shall not be painted over.
- F. All electrical equipment and conduit exposed in finished areas and on exterior walls shall be painted to match surrounding surfaces.
- G. Contractor shall coordinate the timing of painting requirements.
- H. Refer to architectural specifications for methods and materials.

3.06 NOISE CONTROL

- A. To minimize noise transmission between occupied spaces, outlet boxes at opposite sides of partitions are not to be placed back to back and installation of straight-through boxes is not permitted.
- B. Contactors, transformers, starters and similar noise producing devices shall not be placed on walls, which are common to occupied spaces unless specifically called for on Plans. Where equipment is mounted on wall common to occupied spaces, provide shock mounting or noise isolators to effectively prevent transmission to occupied spaces.
- C. Ballasts, contactors, starters and like equipment found noticeably noisier than similar equipment of same type are to be removed and replaced as directed by Engineer at no cost to Owner.

3.07 FIRE-STOPPING

- A. Where raceways penetrate floors, ceilings, ducts, chases and fire walls, provide fire stopping to maintain integrity of the fire assembly. The code authority having jurisdiction shall approve fire-stopping method.
- B. Where electrical boxes exceeding 16 square inches are located in fire resistive walls, fire stopping shall be provided to maintain integrity of the fire assembly.

3.08 CONTINUITY OF SERVICE

- A. Keep outages to occupied areas to a minimum and prearrange all outages with Owner, Engineer and utilities involved. Requests for outages shall state the specific dates and hours and the maximum durations, with the outages kept to these specified times. When power interruptions will last longer than 5 minutes and cover more than 10% of the building, or affect public areas, they shall be performed on the weekend between 1 and 5 AM.
- B. Contractor shall coordinate with Owner or Engineer so that work can be scheduled not to interrupt operations, normal activities, building access, etc. Coordinate work with other crafts for proper scheduling.
- C. No circuits shall be turned off without prior approval from Owner or Engineer. Coordinate with the operations, normal activities, building access, etc. Coordinate work with other crafts for proper scheduling.
- D. This contractor shall be liable for any damages resulting from unscheduled outages or for those not confined to the preapproved times. Include all costs for overtime labor as necessary to maintain electrical services in the initial bid proposal. Temporary wiring and facilities, if used, shall be removed and the site left clean before final acceptance. Requests for outages must be submitted at least (5) days prior to intended shutdown time.
- E. When applicable, include in bid cost of minimum temporary power to Fire Alarm System, Security, Telephone/Data equipment and any other equipment designated by Owner, during time when primary building power has been interrupted.

3.09 DEMOLITION AND SALVAGE AT EXISTING STRUCTURES

- A. Contractor shall make all necessary adjustments to the electrical system required to meet code, accommodate installation of the new work, and for demolition and removal at existing structures.
- B. Remove all existing fixtures, controls, clocks, switches, receptacles, and other electrical equipment and devices and associated wiring from walls, ceilings, floors, and other surfaces scheduled for remodeling, relocation, or demolition unless specifically shown as retained or relocated on the drawings. If existing walls, ceiling, floors, etc. are moved, extend existing devices, fixtures, and circuiting to the new location.
- C. Disconnect all existing mechanical equipment scheduled for removal or relocation as described in specifications and shown on the Plans. Remove abandoned raceways and cables. Re-label panels and motor controls centers to reflect changes.
- D. If existing junction boxes will be made inaccessible, or if abandoned outlets serve as feed through boxes for other existing electrical equipment that is being retained, new conduit and wire shall be provided to bypass the abandoned outlets. If existing conduits pass through partitions or ceilings which are being removed or remodeled, new conduit and wire shall be provided to route around the ceiling or wall and maintain service to the existing load.
- E. Extend circuiting and devices in all existing walls to be furred out.
- F. Locations of items shown on the drawings as existing are partially based on as-built and other drawings which may contain errors. The Contractor shall verify the correctness of the information shown prior to bidding and provide such labor and material as is necessary to accomplish the intent of the contract documents. The plans may show some demolition conditions, but are not intended to show all of them.
- G. All materials accumulated during the demolition process are the Owner's property and shall be removed from the job site as directed by the Owner.

3.10 WORK AT EXISTING STRUCTURE

- A. Connect to and extend all existing electrical systems as required. Verify location of existing raceways stubbed out. If raceways indicated are not of proper size or in proper location, provide new as required for completion of project.

- B. At areas where new ceilings are being installed, remove existing light fixtures and provide box extensions and reinstall existing fixtures. See Architectural Drawings for areas involved.

3.11 SAFETY

- A. The Drawings and the specifications do not include design or construction details or instructions relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work.
- B. The Contractor shall provide necessary shoring, railing, barricades, protective devices, safety instructions and procedures to perform the work safely and to comply with State Safety Requirements and OSHA requirements.

3.12 CLEANUP

- A. Contractor shall continually remove debris, cuttings, crates, cartons, etc., created by his work. Such clean up shall be done at sufficient frequency to eliminate hazard to the public, other workmen, the building or the Owner's employees. Before acceptance of the installation, Contractor shall carefully clean cabinets, panels, wiring devices, cover plates, light fixtures, etc., to remove dirt, cuttings, paint, plaster, mortar, concrete, etc. Blemishes to finished surfaces of apparatus shall be removed and new finish equal to the original applied.

3.13 ASBESTOS BEARING MATERIALS

- A. If during the course of his work, the Contractor observes the existence of asbestos or asbestos bearing materials, the Contractor shall immediately terminate further work on the project and notify the Owner of the condition. The Owner will, after consultation with the Architect, determine a further course of action.

3.14 POLYCHLORINATED BIPHENYLS (PCB's)

- A. If during the course of his work, the Contractor observes the existence of polychlorinated biphenyls (PCB's), the Contractor shall immediately terminate further work on the project and notify the Owner of the condition. The Owner will, after consultation with the Architect, determine a further course of action.

3.15 TESTING

- A. Test the entire electrical installation to assure compliance with code and proper system operation.
 - 1. Circuit Tests. The Contractor shall test all wiring and connections for continuity and ground before any fixtures or other loads are connected. Tests shall be made with a 500 volt DC "Megger" type tester. If tests indicate faulty insulation (less than 2 megohms) such defects shall be corrected and tested again. Contractor shall provide all apparatus and material required to make tests and shall bear all expense of required testing.
 - 2. Load Balancing. Checks shall be made for proper load balance between phase conductors and make adjustments as necessary to bring unbalanced phases to within 15% of average load.
 - 3. Ground Testing. Measure the OHMIC value of the Electric Service Entrance metallic "System Ground" with references to "Earth Ground" using the "Multiple Ground Rod" method and suitable instruments. Maximum resistance to ground shall be less than 10 ohms. If this resistance cannot be obtained with the ground system shown, notify the Engineer immediately for further instruction. Certify in writing to the Engineer that the grounding test has been made and that the requirements of this portion have been met for the "System Ground".
 - 4. Motor Tests. Check all motors for proper rotation and for actual load current. Submit tabulation of motor circuits.
- B. Materials and instrumentation shall be provided by the Contractor.

- C. The Contractor shall notify the Engineer ten (10) working days prior to performance of any test.
- D. The Contractor shall certify in writing that the above tests have been completed and shall provide documentation of test data.

3.16 INSTRUCTION OF OWNER EMPLOYEES

- A. Instruct operation and maintenance personnel selected by Owner's representative at a single designated time in operation and maintenance of the entire electrical system and its components.
- B. On completion of instructions, obtain from Owner certification in writing that demonstration had been given and instructions had been understood.

3.17 DEMONSTRATION OF COMPLETED ELECTRICAL SYSTEM AND CONTROLS

- A. At the point of substantial completion of the project, the Electrical Contractor shall provide necessary personnel to demonstrate the essential features of the following electrical systems:
 - 1. Lighting system.
 - 2. Heating system.
 - 3. Ventilation.
- B. Demonstrate each system once after all malfunctions have been corrected.
- C. Time. Demonstration shall be held upon completion of all systems at a date agreed upon in writing by the Owner or his representative. This time shall be in addition to the instruction allowances provided.
- D. Attending Parties. The demonstration shall be held by the Contractor and Electrical Subcontractor in the presence of the Owner or his designated representative, Electrical Engineer, Project Engineer, and the Equipment Manufacturer's representative.
- E. Demonstration.
 - 1. Demonstrate the functions and locations of each system, and indicate its relationship to the Riser Diagram in the Drawings.
 - 2. Demonstrate by "start-stop operation" and "automatic operation", how to work the controls, how to reset protective devices or replace fuses, and what to do in case of emergency.
 - 3. All systems shall be exercised through operational tests in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these Contract Documents. The scheduling of tests shall be coordinated by the Contractor among all parties involved so that the tests may proceed without delays or disruption by uncompleted work.
- F. Certificate of Complete Demonstration. Submit a Job Completion Form found at the end of this Section. Provide documentation of all test data.

3.18 PAYMENT FOR WORK

- A. Payment for work under this Division shall be covered and included as part of the Basic Bid on the project, or as outlined under any schedules.

END OF SECTION

**SECTION 26 0519
CONDUCTORS AND CABLES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide conductors, cables, connectors, lugs, cable ties and terminations for all systems.
- B. Related work in other sections includes:
 - 1. Providing raceways and boxes, Section 26 0533, Raceways and Boxes.

1.02 QUALITY ASSURANCE

- A. UL listed.
- B. Federal Specifications J-C-30.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver conductors and cables in complete coils with UL label and bearing manufacturer's name, wire size and type of insulation.
- B. Store and handle material so as not to subject them to corrosion or mechanical damage and in a manner to prevent damage from environment and construction operation.
- C. Deliver conductors No. 10 and smaller in manufacturer's original unopened and undamaged cartons with labels legible and intact.

PART 2 - PRODUCTS

2.01 FEEDER CONDUCTORS:

- A. Copper, 600 volt, type "THW", "THHN" or "XHHW" unless otherwise noted, sizes as shown on drawings.
- B. Aluminum conductors are acceptable as panelboard feeders as shown on drawings for copper sizes #2/0 AWG and above only.
- C. Drawings are based on copper conductors, contractor to provide a list of conductor and conduit sizes to the Engineer for review for all aluminum conductors to be used. List to be provided prior to ordering material.

2.02 BRANCH CIRCUIT CONDUCTORS:

- A. Copper, minimum size No. 12 AWG. Conductors No. 12 and No. 10 AWG shall be soft drawn, solid copper. Conductors larger than No. 10 AWG to be stranded, soft-drawn copper. Use type "THW", "THWN", or "THHN". Special conductor types where noted or required by code.

2.03 ALARM AND DETECTION SYSTEM CONDUCTORS: Copper minimum size No. 16, 600 volt, with code grade insulation for conditions encountered.

2.04 SECURITY SYSTEM: Two conductor No. 18 solid copper cable with overall plastic jacket. Belden 9740; Cornish 1882 or approved.

2.05 SPLICES, CONNECTIONS, TERMINATIONS AND CABLE TIES:

- A. Conductors No. 6 or larger, spliced, taped or terminated with solderless hydraulically applied crimp type connectors unless otherwise noted. T&B, Burndy or approved. Splices to be covered with heat shrink tubing of insulation value equal to wire insulation and wrapped with Scotch No. 33 electrical tape, half lapped.
- B. Connectors: Conductors smaller than No. 6 made with 3M Company Hyflex No. 212 and No. 310, Ideal Wing-Nut, "T&B" Piggys, or approved spring connectors.
- C. Lugs: Conductors No. 6 and larger, except on molded case circuit breakers, two hole, long barrel pressure tool set Thomas & Betts No. 54,000 series, Burndy "Hydent", Anderson Electric VCEL, or approved.

- D. Terminal Strips:
 - 1. Intercom System: Siemon Co. S-66B series connectorized blocks in 25 pair modules, or approved equal. Identify designation strip with W.H. Brady markers.
 - 2. All Other Systems: Molded base screw terminals "Buchanan" medium Duty Cat. 525 with tubular clamp flat base for direct mounting with center designation strip and W.H. Brady wire markers.
- E. Cable ties: Thomas & Betts "Ty-Raps" of size and length required.
- F. Color identification for feeder conductors: Brady B-500, vinyl cloth pipe banding tapes, Scotch Vinyl Plastic Electrical Tape No. 35, or approved.
- G. Cable and conductor identification: W.H. Brady wire markers.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Determine raceways are complete and clean of all foreign matter before installing conductors.

3.02 DELIVERY, STORAGE & HANDLING

- A. Deliver to site in new standard coils or reels with approved tag denoting length, wire size, insulation type and manufacturer's name.
- B. Suitably protect from dirt, weather, and damage during storage and handling.

3.03 WIRE PULLING.

- A. Do not pull wire until all work of any nature is completed which might damage insulation or fill conduit with foreign material. Conduits shall be clean and dry before pulling wire.
- B. Do not use mechanical means to pull #8 or smaller wires.
- C. Exercise care in avoiding injury to wire or insulation during pulling.
- D. Identify wires or circuits with wire markers after pulling. For all control wiring and telemetering systems, wire markers in junction boxes and at solenoids shall bear same numbers as terminal blocks. Keep accurate up-to-date as-built records.

3.04 GENERAL INSTALLATION

- A. Circuiting. Install branch circuiting exactly as shown. Conduit may be routed at Contractor's best judgment unless directed otherwise. Home runs are diagrammatic for clarity, and may be grouped as desired. Size conduits accordingly with capacity for 25% future fill.
- B. Feeder conductors: Wires shall be factory color-coded by integral pigmentation. Colored plastic tape permitted on No. 6 and larger where integral pigmentation impractical. Apply tape in spiral half-lap over exposed portions in manholes, boxes, panels, switchboards and other enclosures.
- C. Branch circuit conductors: Identify with factory color conductors with separate color for each phase and gray or white for neutral.
- D. All circuit conductors shall be identified with circuit number at all terminals, intermediate outlets, disconnect switches, circuit breakers, motor control centers, etc. Both ends of a given conductor shall be identified alike.
- E. Install wire in conduit runs after concrete and masonry work is complete and after moisture is swabbed from conduits.
- F. Apply pressure tool set lugs with tool specifically designed for application of lugs by lug manufacturer.
- G. Leave six-inch single wire pigtails for connection of fixture leads and devices to branch circuits.

- H. Make splices and taps only where specifically shown or approved in approved junction or splice boxes.
- I. Neatly bundle and tie with cable ties conductors in panel gutters, wire gutters, motor control centers, dimmers, etc. where multiple conductors run in accessible wireways. Spacing as required to neatly group and support conductors.
- J. Cable feeder and service conductors at switchboards and panel gutters. Feeder conductors cabled together as a group for one feeder and not combined in same cabling with other feeders. Cabled conductors supported from devices built into switchgear and not supported from terminals or lugs.
- K. Install control conductors in separate raceways unless otherwise noted.
- L. Install conductors carrying different voltages in separate raceways unless noted otherwise. Where installed in common wireways or gutters, identify neutral per NEC Article 200.
- M. Quantity of conductors shown in any one raceway is not to be increased without specific permission of Engineer.
- N. Do not install conductors in raceways containing non-electrical utilities such as air, oxygen and acetylene.
- O. Raceway for low voltage NEC Class II wiring will be required only in walls, air plenums, inaccessible ceiling, and areas where conductors might be exposed to physical damage. Cables approved for use in air plenums and non-combustible ceilings will be accepted in lieu of conduits in plenums or non-combustible ceilings. Cables installed in cable tray shall be approved for such use.
- P. All low voltage cable must be suitable for the conditions in which it will be used. Prior to purchasing or installing any cable, confirm with the Mechanical Contractor which areas, if any, require plenum rated cable.

END OF SECTION

**SECTION 26 0526
GROUNDING AND BONDING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Make connections to existing grounding system for all electrical equipment in accordance with NEC Article 250 and established safety practices.
- B. All building electrodes must be tied into the grounding electrode system per 250.50 of the NEC. These building electrodes are: the main concrete-encased electrode, any metal underground water pipe that is in direct earth contact for at least ten feet, and the metal frame of the building where effectively grounded.
- C. The grounding electrode system is to include, but is not limited to: grounding conductors, fitting connectors and all other devices and material as required rendering the system complete.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Providing conductors, Section 26 0523, Conductors and Cables.
- B. Providing raceways, Section 26 0533, Raceways and Boxes.

1.03 QUALITY ASSURANCE

- A. UL listed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ground connectors: Bronze clamp type. All clamp accessories such as bolts, nuts and washers shall also be bronze to assure a permanent corrosion resistant assembly. Bolts used to fasten lugs to enclosures must be case hardened and sized for lug hole and hole drilled into enclosure. O-Z Gedney, Burndy, IlSCO or approved.
- B. All ground cable splices and joints to be made with an exothermic welding process that shall provide a weld with current-carrying capacity not less than that of the conductors welded. Soldered connections not to be used.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in accordance with NEC Article 250.
- B. Except where specifically indicated otherwise, all exposed non-current carrying metallic parts of electrical equipment to be bonded together to limit any difference of potential voltage. Metallic raceway systems may be considered the equipment grounding system where specifically noted or where approved in the NEC. Equipment grounding conductors must be installed in all non-metallic conduit systems. All load side equipment to have the neutral system isolated from the equipment grounding system. The equipment grounding system must provide a low impedance path from the equipment back to the source equipment-grounding bar. This equipment-grounding bar to be connected to the system neutral at the source by a main bonding jumper sized per NEC 250.28, 250.102, and 250.168. The equipment grounding conductors to be sized at least as large as required by NEC 250.122.
- C. The grounding electrode system to connect to the service neutral, if required, or to the system grounded conductor if a neutral is not required. The electrode system may terminate on the equipment-grounding bar at the main service where a properly sized main bonding jumper has been installed. Water system bonding must utilize the proper size water pipe bond clamp to match the size of the water pipe.
- D. Electrical Equipment Grounding (Safety Ground):

1. Ground non-current carrying metal parts of electrical equipment enclosures, frames, man-holes, conductor raceways or cable trays to provide a low impedance path for line-to ground fault current and to bond all non-current carrying metal parts together.
 2. Equipment grounding conductor to be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Size ground conductors per NEC 250.122 unless larger conductors are shown on drawings.
 3. Grounding conductors to be identified with green insulation. Where green insulation is not available, on larger sizes, black insulation to be used and suitably identified with green tape at each junction box or device.
 4. Install metal raceway couplings, fittings and terminations secure and tight to ensure good ground continuity. Provide grounding bushing and bonding jumper where metal raceway is not directly attached to equipment metal enclosure, at concentric knock-outs, or at concentric or eccentric knockouts for circuits of over 250v to ground.
 5. Lighting fixtures to be securely connected to equipment grounding conductors. Outdoor lighting standards to have a factory installed ground lug for terminating the ground wire.
 6. Motors to be connected to equipment grounding conductors with a conduit ground bushing and with a bolted solderless lug connection on the metal frame. A separate equipment-grounding conductor to be run with each motor branch circuit.
 7. Bonding to be provided to assure electrical continuity and the capacity to conduct safely any fault current likely to be imposed.
 8. All plug-in receptacles to be bonded to the boxes, raceways and grounding conductor.
 9. Equipment grounding conductors to be provided for all lengths of flexible metallic conduit. All equipment provided with two conductor cords to be rewired to provide a three-conductor type "S" cord and grounding attachment plug caps.
- E. Neutrals throughout the system to be solidly grounded to one point at the system source.
- F. Provide a No. 6 green coded insulated conductor from each telephone terminal board to the closest effectively grounded water pipe or structural steel.
- G. When included as part of the project, the central equipment for the fire detection and alarm system is to have its grounding terminal connected to the ground lug on the panel-board serving the system by means of a No. 6 green coded insulated conductor, run in 3/4 inch metal conduit, utilizing a ground clamp.

3.02 TESTING

- A. System Ground Continuity:
1. At panels and selected outlets, measure the ground loop resistance between the neutral conductor and raceway using a megger or equivalent. Or, at selected outlets, measure the ground loop impedance using a ground loop impedance tester.
 2. Ground loop impedance shall not exceed a value in ohms that is the voltage to ground divided by five (5) times the rated current.
 3. Isolate and correct the cause of the poor connection. If the source of the high reading cannot be practically corrected, pull a separate ground conductor into the raceway and re-test.
 4. Report findings to Engineer.

END OF SECTION

**SECTION 26 0533
RACEWAYS AND BOXES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all raceways, fittings, outlet boxes, junction boxes, pull boxes and special boxes required for complete project. Install all systems in raceways unless specifically noted otherwise.
- B. Not all conduits are shown. Where not specifically indicated, Contractor shall be responsible for sizing conduit per applicable codes for number of conductors.
- C. Related work in other sections includes.
 - 1. Providing conductors, Section 26 0519, Conductors and Cables.
 - 2. Providing boxes, Section 26 2726, Wiring Devices and Floor Boxes.
 - 3. Providing supporting devices, Section 26 0529, Hangers and Supports.

1.02 QUALITY ASSURANCE

- A. UL listed.

1.03 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver raceways with UL label and bearing manufacturer's name on each length.
- B. Store and handle raceways and boxes so as not to subject them to corrosion or mechanical damage and in a manner to prevent damage from environment and construction operation.
- C. Cap raceway ends until used.
- D. Deliver fittings in manufacturer's original unopened and undamaged packages with labels legible and intact.

PART 2 - PRODUCTS

2.01 METAL CLAD CABLE:

- A. Cable shall be steel or aluminum jacketed interlocking armor with internal fully insulated green grounding conductor. Cable shall contain multi-conductor thermoplastic insulated type THHN color-coded solid or stranded copper conductors and shall be UL approved for the intended application.
- B. Connections, terminations and fasteners shall be UL approved for the application, and designed specifically for use with the cable used, and shall have insulated throats to protect the wire.
- C. Approved Manufacturers: MC Cable: AFC/A Nortek Company, Type Mc-Lite, HC-90; Alflex, Armorlite.
- D. Tools: Use only tools approved by cable manufacturer. Cutting tool should be controlled depth rotary cutter.
- E. See Installation for specific restrictions on use of MC Cable.

2.02 RIGID GALVANIZED STEEL AND IMC CONDUIT:

- A. Rigid galvanized conduit: Rigid steel zinc coated, manufactured in accordance with UL-6, ANSI, and Federal Specifications WW-C-540 standards.
- B. Intermediate Metal Conduit (IMC): Zinc coated galvanized steel to comply with UL-1242, Type J and ANSI Standards.
- C. Application:

1. Employed for runs embedded in concrete, concrete block, underground, wet or damp locations, where subject to mechanical injury, and where exposed within eight feet of floor.
 2. Make threads watertight with bituminous sealer (solvent type cut back) before assembly where installed underground, in moist locations or where exposed to weather.
- D. Fittings: Threaded iron or steel only, Thomas & Betts or O-Z/Gedney in sizes up to 1-1/2 inch plastic insulating type O-Z/Gedney type "A", or "T&B" 220 Series; sizes above 1-1/2 inch insulated metallic bussings O-Z/Gedney type "B" and "T&B" 1220 Series.

2.03 RIGID STAINLESS STEEL CONDUIT: SOLID STAINLESS STEEL:

- A. Application: Required in most outdoor marine or corrosive environments or as specified.
- B. Fittings: Threaded stainless steel. Erickson couplings, watertight split couplings (OZ or equivalent) permitted so long as all components are of the same stainless steel alloy and are waterproof.

2.04 ELECTRICAL METALLIC TUBING(EMT): STEEL ZINC COATED TO COMPLY WITH ULI-797 AND ANSI STANDARDS

- A. Application:
1. Dry locations only. May be used in framed construction, furred ceilings and above suspended ceilings.
 2. May be exposed in unfinished areas where not subject to damage.
- B. Fittings: Connectors and couplings to be case steel. Preinsulated connectors and couplings up to one (1) inch trade size may be compression, indenter or setscrew type. Fittings above one (1) inch trade size shall be compression type. All connectors shall have insulated throats. Thomas & Betts, Steel City or approved.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT: Zinc steel core with smooth gray abrasion resistant, liquidtight, polyvinyl chloride cover (with integral ground wire wound in steel core), to comply with UL 360 and ANSI Standards. Anaconda Sealite type U.A. Electro Flex L4, Alflex Ultratite UL or EF or approved.

- A. Application: For connection to equipment. Minimum size 3/4-inch for motor connections. Use 3/8-inch only for fixture and control wiring. Provide sufficient length of flexible conduit to avoid transmission of vibration.
- B. Fittings: "Thomas & Betts" Supertite or approved.

2.06 FLEXIBLE METAL CONDUIT TO COMPLY WITH UL360, ANSI STANDARDS & FEDERAL SPECIFICATION WW-6-566.

- A. Application:
1. Permitted only in dry locations where flexibility is required in length not over 18 inches.
 2. Minimum size required 1/2 inch, unless noted otherwise.
 3. Where flexibility is not required, flexible metal conduit is not to be used without written permission of the Architect or Engineer.
- B. Fittings: Screw-in-type factory preinsulated "Thomas & Betts".

2.07 NON-METALLIC CONDUIT: Polyvinyl chloride schedule 40 heavy wall UL listed for underground and exposed applications in accordance with National Electrical Code to comply with NEMA TC2. Carlon Electrical Products, PWC or approved.

- A. Application:
1. Permitted for runs embedded in concrete or underground in wet or damp locations.

2. All conduit offsets and bends made with factory fittings.
3. All 90 degree ells and conduit entrances into buildings to be with rigid galvanized conduit.
4. PVC conduit installed under roadways or areas subject to heavy traffic shall be provided with a minimum of 36" cover.
5. Galvanized rigid elbows shall be used for angles larger than 30 degrees where the conduit size is greater than one inch.
6. Provide a ground wire sized per code in all PVC conduits. Conductor quantities indicated in conduits do not include ground wires unless otherwise noted.

2.08 WIREWAYS: All steel with screw covers. Parts coated with rust inhibitor and finished in color to match adjacent distribution equipment. Where located separate from distribution and control equipment, finish standard industrial gray enamel.

2.09 SURFACE RACEWAYS:

- A. Allowed only upon prior approval by Architect or Engineer.
- B. Surface mounted "Raceway" type, size and with number, spacing and type of outlets shown on Drawings. Provide raceways with all connectors, end fittings and miscellaneous items required for complete installation. Finish standard gray or beige as selected. Wiremold Co., Mono System or approved.
- C. Install parallel to building surfaces.

2.10 SEALS AND FITTINGS:

- A. Conduit plugs: Ideal "Conduloc" sizes 1/2 inch through one inch and T&B, Push Penny Plugs Series 1470 for 1-1/4 inch and larger, or approved for sealing conduits during construction. Steel City PL-200 series screwdriver slot threaded meter plugs or Killark Cat. No. CUP-O through CUP-9 for permanent plugs.
- B. Floor and wall entrance fittings: O-Z/Gedney Electrical Mfg. Co. Type "FSK" entrance seal.
- C. Expansion fittings: O-Z/Gedney Electrical Mfg. Co. Type 'E' expansion coupling with bonding jumper for up to four inch of movement.
- D. Conduit seals: Vertical or horizontal type Crouse Hinds type "EYS" or approved.
- E. Lead Roof Flashing Assembly: Open top caulk, six inch diameter skirt, Stoneman Engineering & Manufacturing Company No. S1000-4 for 1/2 inch diameter through eight inch diameter. Caulking compound G.E. Silicon Construction Sealant SCS-1200 or Dow Corning 781. Refer to Architectural.
- F. Wall and floor fire and smoke barriers: Concrete floor type O-Z/Gedney Gedney Co. "Fire Seals" or approved. UL labeled fire barrier material installed in accordance with manufacturer's recommendations. 3M Branch Fire Barrier System; Chase Technology Corp. No. CTC PR-855; Fire Stopping Products SpecSeal, Putty, Sealant, Collars, and Mortar; or approved.

2.11 PULL LINES: Polyline as manufactured by "Greenlee" or approved.

2.12 UNDERGROUND MARKING TAPE:

- A. Power: 6" wide, yellow, low density polyethylene, 4-mil thickness. Imprinted with "CAUTION – STOP DIGGING – BURIED ELECTRIC LINE BELOW" and current date. Somerset "Protect-A-Line" or approved.
- B. Telephone/Data: Similar to Power tape except green.

2.13 BOXES:

- A. Outlet boxes: Steel City, National, or approved, steel boxes as best suited for purpose intended and as follows:

1. Lighting outlets: Four-inch octagon with 3/8-inch fixture studs.
 2. Switch and receptacle outlets: Four inch square with proper device cover.
 3. Telephone/Data: Four inch square by minimum 2-1/8 inch deep. See Telephone/Data specification for additional requirements.
 4. Gang boxes: One piece pressed steel minimum 1-1/2 inch deep by four inches high by length required with proper device covers.
 5. Utility boxes: Allowed only with special permission of Engineer.
 6. Special outlet boxes: See other section of specification for special outlet boxes.
- B. Device covers for outlet boxes: Raised pattern, 3/4 inch minimum raise at plaster work, all other covers with raise equal to total wall material thickness. Surface boxes with 1/2 inch raise and rounded edges. Steel City, Raco or approved.
- C. Extension rings: 1-1/2 deep. Steel City, Raco or approved.
- D. Pullboxes
1. Pullboxes: Galvanized steel (indoors) or cast metal (exterior or damp locations) construction, conforming to National Electrical Code, with screw-on cover.
 2. Flush Mounted Pullboxes: Provide overlapping covers with flush-head retaining screws, finished in light grey enamel.
 3. Box volumes shall meet NEC for size and number of entering conduits.
- E. Junction boxes: Minimum four inch square by 1-1/2 inch deep. In finished areas provide with two gang device cover and matching blank finish plate.
- F. Floor boxes: See Section 26 2726 – Wiring Devices and Floor Boxes.
- G. Weatherproof Outlet Boxes:
1. Provide corrosion-resistant cast metal weatherproof outlet wiring boxes, of the type, shape and size, including depth of box, with threaded conduit ends, cast metal face plate with spring-hinged waterproof cap suitably configured for each application, including face plate gasket and corrosion proof fasteners.
 2. Weatherproof boxes to be constructed to have smooth sides, gray finish.
 3. Boxes used in contact with soil shall be cast iron alloy with gasketed screw cover and watertight hubs.
 4. Weatherproof Plates: Cast metal, gasketed, for switches and receptacles provide spring-loaded doors.
- H. Weatherproof Junction and Pullboxes:
1. Provide galvanized sheet steel junction and pullboxes, with screw-on covers; of the type, shape and size, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.
- I. Knockout Closures: Provide three (3) piece punched-steel knockout closures.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General Installation:
1. In general, install raceways concealed in construction except where shown otherwise on the Drawings or unless specifically approved by Architect or Engineer.
 2. Unless otherwise noted, size raceways in accordance with Table in Appendix C of NEC for type "THW" conductors regardless of type of conductor specified.

3. Two or more conduits using the same routing: Mount on channel support system. Unistrut or approved.
 4. Provide pull line and cap off watertight each empty conduit provided for future installation of wiring.
 5. Allow minimum of 6 inches clearance at flues, steam pipes, and heat sources. Do not run conduits beneath boilers or heating units.
 6. Dissimilar Metals: Avoid contact with pipe runs of other systems.
- B. Lengths and Bends:
1. Maximum number of bends in any run shall be the equivalent of three (3) 90 degree bends (270 degrees total). Maximum length of any run shall be 100 feet, except as allowed in underground installations.
 2. Junction and pull boxes shall be provided to maintain these limits. Do not locate pull boxes or junction boxes in finished areas unless specifically shown or special permission is obtained from Architect or Engineer.
- C. Exposed raceways:
1. In finished areas run parallel with or at right angles to building structural lines and closely follow surfaces wired over. Conduits offset at panels, outlets, junction boxes, etc. Conduit 1-1/2 inch and larger suspended at locations as directed by Architect or Engineer.
 2. In accessible void and furred spaces, conduit may be run in a direct line between outlets with long sweep bends and offsets closely following surfaces wired over. Suspend conduit 1-1/4 inch and larger to be run to allow maximum access to space and located as directed by Architect or Engineer.
 3. For exposed runs, attach surface mounted conduit with clamps. Where conduit runs along the inside of exterior walls, mount to channel-type strut at required spacing.
- D. Concealed raceways:
1. At inaccessible areas, raceways may be run in a direct line with long sweep bends and offsets. In cavity walls, run conduit in hollow spaces and do not chase interior or exterior masonry.
 2. At accessible areas above lift-out or accessible ceiling areas, run conduit on top or bottom of lower cords or trusses or on underside of roof. Vertical extensions for wiring to ceiling outlets and fixtures kept to minimum length.
- E. Expansion Joints:
1. All conduits crossing expansion joints where cast in concrete shall be provided with expansion-deflection fittings, equivalent to OZ/Gedney AXDX, installed per manufacturers recommendations.
 2. All conduits three inches and larger where not cast in concrete shall be rigidly secured to the building structure on opposite sides of a building expansion joint with an expansion-deflection fitting across the joint, equivalent to OZ/Gedney AXDX, installed per manufacturer's recommendations.
 3. All conduits less than three inches where not cast in concrete shall be provided with junction boxes securely fastened on both sides of the expansion joint, connected together with 15 inches of slack (a minimum of 15 inches longer than the straight line length) flexible conduit with copper green ground bonding jumper. In lieu of this flexible conduit, an expansion-deflection fitting, as indicated for conduits three inch and larger, may be installed.
- F. Seismic Joints:
1. No conduits cast in concrete shall be allowed to cross a seismic joint.

2. All conduits shall be provided with junction boxes securely fastened on both sides of the expansion joint, connected together with 15 inches of slack (a minimum of 15 inches longer than the straight line length) flexible conduit with copper green ground bonding jumper. Prior to installation, verify with Architect that the 15 inches is adequate for the designed movement, and if not, increase this length as required.

G. Penetrations, Seals & Plugs

1. All 90 degree ells and conduit entrances into buildings to be with rigid galvanized conduit. Coat with coal-tar material (Koppers Bitumastic 515)
2. Provide conduit seals at exits and entrances from hazardous locations (i.e. Chlorine storage or distribution rooms), freezer rooms and other locations as required by NEC Article 500.
3. Conduit penetrations of the electrical room walls and floor must “float” via backer rod or fiberglass and caulked air tights.
4. Provide conduit plugs at all raceway openings during roughing-in to prevent entrance of foreign matter.
5. Provide floor or wall entrance fittings at all points where raceways enter or exit below finish grade at tunnels, basements or trenches.
6. Any conduit leaving the building envelope (e.g., site lighting, roof mounted HVAC equipment, etc.) to be 3/4-inch minimum and must slope downward. Seal conduits at interior side of building. Pack non-hardening duct sealing mastic around wires in the raceway.
7. Provide wall or floor fire and smoke barriers to cut off all concealed draft openings (both vertical and horizontal) where raceways perforate fire walls.
8. Roof Penetrations:
 - a. Provide roof-flashing assembly at locations where conduit pierces the roof.
 - b. Locate conduit minimum six inches from roof curbs or flashing.
 - c. Provide caulking compound between counter flashing and conduit for watertight seal.

H. Multi-outlet surface raceways:

1. In general, raceways to extend full length of wall or cabinet at locations indicated.
2. See Architectural elevations and Electrical Drawings for locations and installation requirements.

I. Metal Clad Cable:

1. Permitted metal Clad Cable Uses:
 - a. Metal Clad cable shall only be used for concealed branch circuit interior wiring and may be exposed only in unfinished crawl spaces or attics. It shall not be used in inaccessible ceiling areas.
 - b. Metal Clad cable shall not be used for branch circuit home runs. Home runs shall be installed using conduit and conductor method from the circuit breaker panel to a junction box in the nearest accessible ceiling to the point of usage. From the junction box, Metal Clad cable may be used to each device or light. Metal Clad cable shall not be allowed from device to device.
2. Support horizontal and vertical cable six feet on center (maximum) and within six inches of boxes with approved cable clamps. Cables shall not rest on accessible ceiling tiles. Attach cables with metal clips or plastic cable ties to support wires from structure. Cable shall not be supported from, or come in contact with, me-

chanical ducts, water, sprinkler or gas piping; maintain six inch separation minimum.

3. Cable shall be cut with manufacturer-approved devices.
4. Junction Boxes: Splice conductors only in accessible junction boxes. Provide junction box at all cable penetrations of wall, ceiling or floor surfaces for equipment connections; cable shall not be run directly through finished surfaces. Provide junction box at transition from concealed to exposed wiring. Provide junction box at transition from interior to exterior wiring.
5. Voltage Drop: Conductors over 75 feet for 120 volt, and over 200 feet for 277 volt, for branch or individual circuit home runs from equipment connection, receptacle or lighting fixture shall be No. 10 AWG minimum.
6. Where cable penetrates fire-rated walls or floors, provide mechanical fire stop fitting with UL listed fire rating equal to wall or floor rating.

J. Boxes

1. Verify location of all outlet boxes with actual field conditions and plans to avert possible installation conflicts. Architect or Engineer reserves the right to make minor changes prior to installation without cost to the Owner. Coordinate work with that of other trades.
2. Toe Spaces: Boxes for receptacle outlets in toe spaces to be mounted horizontally.
3. Above Counter: Boxes for devices above counter should be typically mounted vertically, however, due to unforeseen field modification in casework and back-splashes, please coordinate with the architect.
4. Extension rings: Do not add more than one to any box with maximum depth of box and extension ring not to exceed three inch unless specifically indicated otherwise.

3.02 CLEANING

- A. Complete raceways system before pulling-in conductors.
- B. Remove all foreign matter from raceways and blow out or vacuum smaller conduits and pull mandrel through larger conduits prior to installing conductors.

3.03 PAINTING

- A. All exposed conduits on painted walls to be painted to match wall and trim colors.

END OF SECTION

**SECTION 26 2726
WIRING DEVICES AND FLOOR BOXES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all wiring devices and finish plates as required unless specifically indicated otherwise.
- B. Related work in other sections includes:
 - 1. Providing identification, Section 26 0500, Basic Electrical Materials and Methods.
 - 2. Providing conductors, Section 26 0519, Conductors and Cables.
 - 3. Providing boxes, Section 26 0533, Raceways and Boxes.

1.02 QUALITY ASSURANCE

- A. American National Standards Institute (ANSI): 467 Grounding and Bonding Equipment (ANSI/UL467). 498 Attachment Plugs and Receptacles (ANSI/UL498). C73 Series Dimensions of Attachment Plugs and Receptacles.
- B. Federal Specification (FS): Electrical Power Connector, Plug, Receptacle and Cable Outlet. W-C-596D, E and F. Switches, Toggle (toggle and lock), Flush Mounted WS 896-E.
- C. National Electrical Manufacturer's Association (NEMA): WD 1-79 General Purpose Wiring Devices.
- D. National Fire Protection Association (NFPA): NFPA 70 National Electrical Code.
- E. Underwriters' Laboratory (UL): UL-20 Standard for Snap Switches.

1.03 SUBMITTALS

- A. Submit product data sheets per Division 01 or Section 26 0500, Basic Electrical Materials and Methods (when included).
- B. Occupancy sensor system submittals shall include:
 - 1. Floor plans, same scale as the electrical drawings, showing device locations, sensor coverage pattern, and sensor type.
 - 2. Wiring diagrams.
 - 3. Mounting details.
 - 4. Complete material list with catalog sheets showing all components to be used in the system.
- C. Submit operation and maintenance data per Division 01 or Section 26 0500, Basic Electrical Materials and Methods (when included).

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver with UL label and bearing manufacturer's name in manufacturer's original unopened and undamaged cartons with labels legible and intact.
- B. Store and handle material so as not to subject them to corrosion or mechanical damage and in a manner to prevent damage from environment and construction operation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS: Arrow-Hart, General Electric, Hubbell, Leviton, Pass & Seymour or approved.

2.02 SWITCHES: Specification Grade, Quiet Type, Minimum rating 120/277 volt, 20 amp unless other-wise noted. ***Finish as selected by Architect.***

- A. Toggle and lock switches: Federal Specifications as listed in Quality Assurance.
 - 1. Single Pole Switch: Arrow-Hart 1991 or approved.
 - 2. Double Pole Switch: Arrow-Hart 1992 or approved.
 - 3. Three-way Switch: Arrow-Hart 1993 or approved.
- B. Momentary contact switch: Three position, two circuit with center "off", 20 amp, 120/277 volt. Arrow Hart 1995; or approved.

2.03 RECEPTACLES: Specification Grade. Conform to Federal Specifications as listed in Quality Assurance. **Finish as selected by Architect.**

- A. Duplex, double parallel slot 20 ampere, 120 volt, typical locations, Arrow-Hart 5362 or approved.
- B. Ground fault circuit interrupter receptacle: 20 ampere, duplex, double parallel slot, Arrow-Hart GF5362 or approved.
- C. Isolated ground receptacles, 120 volt, 20 ampere, duplex, orange nylon face NEMA 5-20 R, Arrow-Hart IG5362HG or approved.
- D. Tamper resistant 15 ampere, 120 volt duplex receptacle. Arrow-Hart TR82 or approved.
- E. Flush floor receptacles to be duplex and to have brass, hinged flap lids. Provide carpet flanges in carpeted floors. See also Recessed Floor Boxes.

2.04 FLUSH FLOOR BOXES:

- A. Provide Legrand Wiremold RC4 or RC7 Series (as required) surface style poke-thru devices with black covers.

2.05 RECESSED FLOOR BOXES:

- A. Provide recessed floor box with full-access hinged lid. Box shall be welded steel approximately 6" x 13" x 5" deep or larger as required for each installation.
- B. Accessories:
 - 1. Provide power, data and blank cover plates from floorbox manufacturer. Contractor shall provide blank coverplates to finish unused sections of floor box.
 - 2. Provide all data/low-voltage terminations.
- C. Floor box shall be provided with the minimum number of device outlets as indicated on the drawings.
- D. Hinged Lid: Contractor shall determine proper lid configuration for carpeted and non-carpeted floors. Verify solid lid color (non-carpeted areas) or carpet depth (carpeted areas) with Architect.

2.06 FINISH PLATES:

- A. At surface wiring, raised galvanized industrial type. National Association of Electrical Distributors 12000 Series.
- B. At all typical location: Thermoplastic - **Finish as selected by Architect.**
- C. Engraved plates: See Execution for requirements.
- D. Telephone and Data: Blank coverplate, finish to match receptacle.
- E. Special Plates: See Drawings or other sections of Specifications.
- F. Plate Securing Screws: Metal with heads finished to match finish plate.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Determine outlet boxes, raceways and conductors are properly installed and outlet boxes are cleaned of all foreign matter before installing devices and finish plates.
- B. Inspect each wiring device for defects.

3.02 INSTALLATION

- A. Install wiring devices in accordance with NECA "Standard of Installation".
- B. Do not install devices or finish plates until final painting is complete.
- C. Switches:
 - 1. Install switches with the OFF position down.
 - 2. Do not group or gang switches in outlet boxes unless they can be so arranged that voltage between adjacent switches does not exceed 300 volts, or installed in boxes equipped with permanently installed barriers between adjacent switches.
- D. Receptacles:
 - 1. Install receptacles such that the ground pole orientation matches existing installations.
 - 2. Install a separate green or bare wire between the receptacle strap grounding (green) screw and a screw into the outlet box. Self-grounding strap not approved as grounding means.
- E. Floor boxes:
 - 1. Boxes set plumb and true and adjusted after installation to be flush with finish floor. At carpeted areas provide carpet flange and coordinate work with carpet installer.
 - 2. At locations requiring more than three gangs, make up installation of combinations of single and two gang floor boxes spaced as directed by Engineer.
 - 3. Verify location of all outlets prior to installation.
- F. Finish Plates:
 - 1. Install devices and finish plates plumb with building lines.
 - 2. Use jumbo size plates for outlets installed on masonry walls.
 - 3. Do not install finish plates until final painting is complete.

3.03 IDENTIFICATION

- A. Switches: Where 2 or more switches are ganged and where indicated, identify each switch with approved legend engraved on wall plate.
- B. Receptacles: Identify the panelboards and circuit number from which served. For nylon faceplates, engrave panel and circuit number on face and highlighted in contrasting color. For stainless steel plates use machine printed, pressure sensitive, abrasion resistant label tape on face of plate and durable wire markers or tags within outlet box.

3.04 TESTING

- A. Operate each wall switch with circuit energized and verify proper operation.
- B. Verify that each receptacle devices is energized.
- C. Test each receptacle for proper polarity.
- D. Test each drive for ground continuity.
- E. Test each ground fault circuit interrupter operation with both local and remote fault simulations according to manufacturers recommendations.

3.05 CLEANING

- A. Internally clean device, device outlet box and enclosure.

- B. Replace stained or improperly painted finish plates or devices.

END OF SECTION

**SECTION 26 5100
LIGHTING FIXTURES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide lighting fixtures of type and wattages indicated on Drawings by letter and number shown adjacent to lighting outlet symbol. A fixture typical for location is to be installed at every lighting outlet unless otherwise indicated.
- B. Provide fixtures complete with lamps, driver, reflectors, diffusers, lenses, shielding, hangers, poles and accessories, and fittings.
- C. Related work in other sections includes:
 - 1. Providing conductors and connectors, Section 26 0519, Conductors and Cables.
 - 2. Providing raceways and fittings, Section 26 0533, Raceways and Boxes.
 - 3. Providing fire rated enclosures at light fixtures.

1.02 QUALITY ASSURANCE

- A. UL listed or CSA certified for application.

1.03 SUBMITTALS

- A. Submit a complete list of fixtures with catalog numbers, manufacturer's drawings, photographs or catalog sheets for approval prior to ordering fixtures. Submittal to be in accordance with Division 01 or 26 0500, Shop Drawings and Materials Lists (when included).
- B. Submit operation and maintenance data in accordance with Division 01 or 26 0500, Electrical Equipment Maintenance Manuals (when included).

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver fixture in manufacturer's original unopened packages with labels legible and intact.
- B. Deliver with UL label and bearing manufacturer's name.
- C. Deliver poles wrapped and protected from damage.
- D. Store and handle so as not to subject materials to corrosion or mechanical damage and in manner to prevent damage from environment and construction operation.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Fixture types: See light fixture schedule on drawings for fixture types and acceptable manufacturers.
- B. Provide fixtures with ACL, damp or wet label if required for the applications indicated.
- C. All recessed fixtures shall be free of light leaks.

2.02 APPROVED MANUFACTURERS:

- A. See Light Fixture Schedule on drawings for approved manufacturers and specifically approved products (models).
- B. Listing of a manufacturer on the Light Fixture Schedule (or other Contract Documents) does not constitute the approval of a specific fixture model not otherwise specifically identified on the Light Fixture Schedule.
- C. The supplier/contractor is responsible to provide approved light fixtures that meet the requirements as specified herein and on the drawings (Light Fixture Schedule, general and keyed notes, etc.).

- D. Other manufacturer's products submitted for approval must meet the aesthetic appearance and quality standards of the specific model listed as the basis of design. The contractor shall, at the discretion of the Engineer and/or Architect and at no cost to the Owner, replace any product deemed inferior to the specifically specified light fixture model.

2.03 LAMPS:

- A. All lamps of each type and color shall be by the same manufacturer.
- B. MR16:
 - 1. Lamps to be suitable for fixtures in which they are being installed. Do not use "cool beam" or dichroic reflector lamps where excessive heat reflected back to the fixture may cause a fire hazard or dichroic induced color is counterproductive to fixture appearance (as is the case with track fixtures with class or translucent shades).
 - 2. Long-Life:
 - a. Lamps installed in exterior fixtures or installed in interior fixtures greater than 10 feet above finished floor shall be equipped with long-life lamps, minimum 10,000 hours. Ushio Ultraline or approved.
 - b. Lamps not identified above shall have a minimum rated life of 4,000 hours. Sylvania Tru-Aim or approved
- C. Provide 10% extra lamps of all types, based on initial lamping, with a minimum quantity of two (2).
- D. Acceptable manufacturers: General Electric, Phillips, Osram/Sylvania or approved.

2.04 LED (Light Emitting Diode):

- A. LED manufacturer will include, but not be limited to, light source, luminaire, power supply and control interface with added components as needed for complete and functioning system.
- B. Warranty: LED systems and complete luminaires must have a manufacturer's warranty of 3 year from date of substantial completion.
- C. Comply with ANSI chromaticity standard for classifications of color temperature. See luminaire schedule for specified LED lamp color and color temperature. UL or ETL listed and labeled.
- D. Luminaire testing per IESNA LM-79 and LM-80 procedures.
- E. Lamp life for white LEDs: 50,000 plus hours with lamp failure occurring when LED produces 70 percent of initial rated lumens.
- F. Lamp life for color LEDs: 30,000 plus hours with lamp failure occurring when LED produces 50 percent of its initial rated lumens.
- G. Provide shop drawings, with LED systems based on lumen output at 70 percent lumen depreciation for white LEDs and 50 percent lumen depreciation for color LEDs. Initial lumens for all colors of LEDs must be listed individually.
- H. LED Drivers: reverse polarity protection, open circuit protection, require no minimum load. Minimum 80% efficiency. Class A noise rating.
- I. Dimming: LED system capable of full and continuous dimming.
- J. LED light source manufacturers: Nichia, Cree, Osram/Sylvania, GE Lumination or approved.

2.05 FIXTURE LENGTHS: Furnish fixtures of lengths shown on Drawings. At continuous runs furnish joiner plates, end plates and all required fittings.

2.06 FIXTURE MOUNTING:

- A. General: Provide all blocking and supports as required. Fixtures may be supported from ceiling system unless specifically indicated otherwise.
- B. Surface mounted fixtures: Provide UL approved fixtures at low-density cellulose fiber ceilings. 1-1/2 inch spacers not permitted unless specified fixture is unavailable with low-density rating.
- C. Recessed fixture: Provide fixtures with plaster frames, ceiling flanges and hangers as required for specific ceiling conditions. Verify ceiling types prior to ordering fixtures. Provide thermal protection for all High Intensity Discharge and Incandescent fixtures mounted in a recessed application (non lay-in ceiling).
- D. Stem suspended fixtures: Provide stems with aligned canopies. Stems of length specified or required for proper mounting of fixture.
- E. Positively attach all lighting fixtures to suspended ceiling systems. Attachment device to have capacity of 100 percent of lighting fixture weight acting in any direction.
- F. Lighting fixtures weighing more than 20 pounds but less than 56 pounds shall have in addition to the requirements outlined above, two No. 12 gauge hangers connected from fixture housing to structure above. These wires may be slack. Fixtures weighing more than 56 pounds are to be suspended from the structure and not from suspended ceilings.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify location, ceiling types and mounting requirements for each fixture prior to ordering fixtures.
- B. Verify voltage at each fixture outlet prior to installation.
- C. Examine fixtures for damage or broken parts and replace prior to installation.

3.02 INSTALLATION

- A. Coordinate installation of fixtures with other subcontractors, and verify methods of hanging and supporting required.
- B. All fixtures to be illuminated at time of acceptance.
- C. Fixtures located in mechanical and store rooms to be coordinated with ductwork, piping and structural members. Adjust stems as required for proper illumination of the area.
- D. All recessed fixtures to be flex connected to branch circuit outlet box unless fixture is provided with code approved junction box. Connection to conform to Article 410-67 of NEC.
- E. Fixtures recessed into fire rated ceilings shall be provided with an approved fire-rated enclosure or have an enclosure built around them that will not violate the fire rating of the ceiling.
- F. See architectural reflected ceiling plan for exact location of fixtures and ceiling types.
- G. All light outlets shall be supplied with a fixture. Outlet symbols on the drawings without a type designation shall have a fixture the same as those used in similar or like locations.
- H. Fixtures of a given description may be used in more than one type of ceiling. The fixture list and electrical drawings do not indicate what type of ceiling a recessed fixture is intended for. Consult the Architectural Reflected Ceiling plan to obtain this information. The contractor shall confirm that the specified fixtures are compatible with the ceiling system and is responsible to provide all mounting apparatus required for proper installation.
- I. Where fixtures are mounted under cabinets, in soffits, coves, or other physically restricted spaces, the contractor shall verify that the fixtures will fit the space prior to ordering.

3.03 ADJUSTMENT AND CLEANING

- A. Fixture supports shall provide proper alignment and leveling of fixtures.

- B. Aim adjustable fixtures as directed by Architect or Engineer. Exterior fixtures should be adjusted for proper illumination of areas.
- C. Clean all foreign matter from interior and exterior of fixtures and from exterior of poles, touch-up scratched or marred surfaces to match original finish.

3.04 TESTING

- A. Operate the complete exterior lighting system for seven (7) consecutive days. When the lighting performance is satisfactory to the Engineer, the system will be accepted.

END OF SECTION

**SECTION 27 2500
TELEPHONE AND COMPUTER DATA**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Expand existing Telephone and Computer Data cabling to include new devices as shown in the plans.
- B. Provide complete data/telephone distribution system including CAT 5e or 6 conductors, devices with cover plates, boxes, terminal cabinets, etc., as indicated on Drawings.
- C. Verify cable type with owner's IT representative. All references in this document are for CAT5e cabling and devices, part numbers shall be revised as necessary to provide and accommodate the appropriate cable type.

1.02 NETWORK OVERVIEW

- A. The network of voice/data cabling is designed and will be constructed in a star, with the hub located in the Utility Room.
- B. A horizontal CAT 5e cabling system connects the hub to the individual telephone/data jacks throughout the building.
- C. All voice and data cabling, jacks, and patch panels will be CAT 5e. All cables are to terminate on contractor-furnished patch panels in the data rack. The layout of the data rack is to be verified with the owner prior to work.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of serving utility.
- B. UL Listed.
- C. National Electrical Code with state and local amendments.
- D. ANSI/TIA/EIA-568-A – Commercial Building Telecommunications Wiring Standard
- E. EIA/TIA 569 – Commercial Building Standard for Telecommunications Pathways and Spaces.
- F. EIA/TIA-607 – Commercial Building Grounding and Bonding Requirements for Telecommunications.
- G. IEEE 802.3y – Physical layer specifications for 100Mb/s.

1.04 SUBMITTALS:

- A. Submit equipment data sheets and shop drawings in accordance with 26 0500, Shop Drawings and Materials Lists, Basic Electrical Materials and Methods.
- B. Submit operation and maintenance data in accordance with 26 0500, Electrical Equipment Maintenance Manuals, Basic Electrical Materials and Methods.

PART 2 - PRODUCTS

2.01 ROUGH-IN MATERIALS

- A. Outlet Boxes: 4" square, 2-1/8" deep minimum with 1-gang device ring.
- B. Conduits: 1" minimum size with larger sizes as indicated on the Drawings.
- C. Pull Boxes: Sheet metal, primed and painted, screw cover.
- D. Telephone terminal backboards (if required) shall be 4'x8'x3/4" plywood with a grade of "AB" or higher. Plywood shall be fire-rated or painted with fire retardant paint as requested by utility. Mount with best side out. Backboards shall be smooth finished, sanded surface without significant blemishes. If the plywood is to be painted, prime and paint with

two coats of white fire retardant paint, Benjamin Moore IronClad Retardo, or approved alternate.

2.02 CONDUCTORS:

- A. Unshielded twisted pair cable CAT 5e, 4-pair, 24 gauge copper unshielded twisted pair, PVC coated cable listed as complying with UL Type CM, C(UL) Type CM, ANSI/TIA/EIA-568-B.2 CAT 5e. Belden Data Twist 5e+.
- B. Paired, 25 pairs, 24 AWG, solid BC – bare copper conductors, S-R PVC – Semi-rigid polyvinyl chloride insulation, unshielded, PVC jacket, jacket sequentially marked at 2 foot intervals.

2.03 JACKS:

- A. Panduit mini-com mini jack CAT5e with universal 568A or 568B pin-out. Verify color with Architect prior to order.

2.04 FACE PLATES

- A. Panduit mini-com executive series vertical 2-port faceplates. Verify color with Architect prior to order. A blank of the same color is required for any ports not utilized during the installation of the network.

2.05 PATCH PANELS

- A. Panduit DP5e 48 port with universal 568A or 568B pin out for data. Provide additional patch panels as required to accommodate the data/telephone cabling expansion.

2.06 WIRE MANAGERS

- A. Panduit Slotted Duct Horizontal Management System, 2-sided cable manager utilizing 2-rack spaces. The front manager shall measure 3"x3" and the rear manager shall measure 2"x4". One above and below each patch panel that is installed.

2.07 EQUIPMENT RACKS

- A. Provided by Owner.

PART 3 - EXECUTION

3.01 INSPECTON

- A. Verify location of all telephone and data outlets with architectural Drawings prior to roughing-in. Where outlets occur at built-in counters, desks, and bookshelves coordinate with other trades.
- B. Examine area to receive terminals and equipment to assure adequate clearance.

3.02 GENERAL INSTALLATION

- A. Provide pull-in line in all empty raceways
- B. Anchor plywood terminal board to the building structure. Use of toggle bolts to attach to the sheetrock is not an acceptable means of support.
- C. Provide $\frac{3}{4}$ " raceway and #6 solid copper wire to main electrical ground bus for Telco ground. The demarcation point must be within 20 feet of the main electrical ground. Verify exact requirements with Utility.
- D. Provide conduit from outlet box into accessible ceiling space. Conduit to include bushings and pull-in line.

3.03 CABLING INSTALLATION

- A. Strict adherence shall be made to Manufacturer's installation instructions and requirements. Where conflicts arise between the requirements of this specification and the manufacturer's installation instructions, the Architect shall be consulted for resolution.

- B. All wiring systems shall be installed according to related standards as listed within TIA/EIA-569. All installed cables shall be kept free from nicks, abrasions, and cuts during storage and installation. Defective wiring will be replaced at the Contractor's expense in a manner that will not delay the progress of the project.
- C. Installation shall provide minimal signal impairment by closely following manufacturer's installation guidelines, and by preserving wire twists as closely as possible to the point of termination.
- D. Installation shall be neat, well organized, and of professional quality, with wire management and termination practices in accordance with manufacturer's guidelines. Cabling will be supported in the ceiling according to industry standard and manufacturer recommendations to minimize cross talk, EMI, and damage. Cabling is to be dressed and secured with Velcro Cable Ties from the point it enters the data room space to the point it enters the cable managers or is terminated.
- E. All cables will be home run. Splicing of cables will not be accepted. All CAT 5e cables will be run to the data rack and terminated on the patch panel.
- F. Leave 18" of coiled cable at each outlet, and 12" loosely coiled cable in the Horizontal Cable Manager in the data room in a way that does not kink the cable. Cable is to be installed in the data rack so the rack is not impaired, and can open to the fullest extent without cable interference.
- G. Provide CAT 3, 25 pair cable from the TTB (demarc) to the data rack. Verify termination type with owner prior to installation. Provide a minimum of 10 feet of slack at each end of the cable (verify with owner).

3.04 LABELING

- A. All cables shall be identified, by the Contractor, at both ends of the wiring run. Identification shall be made by legible, indelible marking on cable tags. Cable tags shall be affixed to the ends of each cable comprising the run. All tags are to be made for the purpose of labeling cables. The labels are to be done with a mechanical printing device such as a P-Touch or similar label maker. Hand written tags or labels are not acceptable.
- B. Each cable shall be labeled at each end in the format given by the owner. The number shall be pre-printed on a cable tag, with the tag secured to the cable sheath no more than 4-inches from its termination. Verify labeling scheme to be used with the Owner or Architect

3.05 TESTING

- A. The Contractor shall perform all of the following tests, and provide all tools and instruments used to test the installed system. Test instruments used by the Contractor shall be suitable for the intended procedure and of industry-recognized standards.
- B. The Contractor shall use a Fluke or equal twisted pair cable tester for the testing of all CAT 5e copper cabling installed in this contract. Provide test data in electronic format that does not require proprietary software to view and hard copy. The test results are to be placed into a 3-ring binder utilizing plastic sleeves with the test results in numeric or alphabetic order depending on labeling scheme used.
 - 1. All cables shall be tested bi-directional for the following parameters: Wire map/continuity, length, attenuation, NEXT (near end cross talk), ELFEXT (equal level far end cross talk), delay and delay skew, return loss, and PSELFEXT (power sum equal level far end cross talk).
 - 2. All test results are to meet the current industry standard for length and dB loss.

END OF SECTION

**SECTION 28 1300
ACCESS CONTROL**

PART 1 - GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Access Control System Main Control Panel
 - 2. Access Control System Door Control Panel
 - 3. Card Reader
 - 4. Access Control Cards
 - 5. Door Position Switch/Contact
 - 6. Request to Exit Device (REX)
 - 7. Electric Latch or Strike (provided by others - see Architectural door hardware schedule)
 - 8. Power Supply
 - 9. Keypad
 - 10. Cable and Wire

1.02 RELATED SECTIONS

- A. Division 01, General Requirements apply to this Section.

1.03 REFERENCES AND STANDARDS

- A. References and Standards as required by Division 28, Electronic Safety and Security and Division 01, General Requirements.

1.04 SUBMITTALS

- A. Submittals as required by Division 28, Electronic Safety and Security and Division 01, General Requirements.

1.05 QUALITY ASSURANCE

- A. Quality assurance as required by Division 28, Electronic Safety and Security and Division 01, General Requirements.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Access Control System Main Control Panel:
 - 1. Honeywell
 - 2. AMAG
 - 3. S2 Security/Lenel
 - 4. Or approved equivalent.
- B. Access Control System Door Control Panel:
 - 1. Honeywell
 - 2. AMAG
 - 3. S2 Security/Lenel
 - 4. Or approved equivalent.
- C. Card Reader:
 - 1. HID
 - 2. Or approved equivalent.
- D. Access Control Cards:
 - 1. HID
 - 2. Or approved equivalent.
- E. Door Position Switch/Contact:

1. Sentrol
 2. Or approved equivalent.
- F. Request to Exit Device (REX):
1. Bosch
 2. Or approved equivalent.
- G. Electric Latch or Strike: See Architectural door hardware schedule.
- H. Power Supply:
1. Altronix
 2. Or approved equivalent.
- I. Keypad:
1. Bosch
 2. Honeywell
 3. Or approved equivalent.
- J. Cable and Wire:
1. West Penn Wire
 2. Or approved equivalent.

2.02 ACCESS CONTROL SYSTEM MAIN CONTROL PANEL

- A. Provide and Install the Following:
1. A main access control system control panel that has the overall system intelligence, any required additional input/output boards and the communications controllers required for remote monitoring and control.
 2. An access control system main panel that is modular and can have optional systems and functionality added per project requirements.
 3. Control Panel Requirements:
 - a. 32-bits CPU.
 - b. Minimum speed of 500MHZ.
 - c. Must support standard RS 232, Ethernet and remote dial in via modem.
 - d. Minimum 512Mb of flash memory.
 - e. Minimum 512Mb of RAM.
 - f. Supports up to 64 channels for alarm monitoring and 64 channels of voltage free relays for alarm signaling.
 - g. The TO consist of at least one CPU board, two card readers, controller board, one eight channel input and output board, AC line filter, regulated power supply unit with online battery charger.
 - h. Control panel board to support four industry standard, Wiegand compatible reader interface ports, provide digital input interfaces to door status sensors and form-C relay output interfaces to door strikes.

2.03 ACCESS CONTROL SYSTEM DOOR CONTROL PANEL

- A. The local door controller to consist of a scalable architecture, allowing the monitoring and control of single or multiple doors per controller.
- B. Door controller to utilize on-board microprocessors and database storage to allow for off-network door control capabilities.
- C. Door controller to be connected and managed through Ethernet, RS-232, RS-485 or wireless communications.
- D. Door controller is to match the brand manufacturer of the main access control panel and operate in conjunction with that system.

2.04 CARD READER

- A. Provide and install card readers at locations indicated on the Drawings. Mounting height to be 48-inches unless noted otherwise on the Drawings.
- B. Provide and install a single gang size, wall mount proximity card reader or mullion mount card reader on store front applications.

- C. Card Readers to be suitable for indoor or outdoor use.
- D. Card Readers to be ADA compliant.

2.05 ACCESS CONTROL CARDS

- A. 13.56 MHz Proximity Cards.

2.06 DOOR POSITION SWITCH/CONTACT

- A. Provide and install recessed door position switches designed to be compatible with and operate with the access control and intrusion system, in the locations indicated on the Drawings.
- B. In situations where a recessed switch cannot be used, utilize a surface mount switch (roll-up door).
- C. Coordinate switch type and installation with architectural door hardware schedule and requirements.

2.07 REQUEST TO EXIT DEVICE (REX)

- A. Provide and install a REX at each door indicated on the Drawings.
- B. Coordinate with the door hardware schedule for type of device required.
- C. If the REX is not built into the door hardware, install a surface mount passive infrared sensor (PIR) type device per architect's direction.

2.08 ELECTRIC LATCH OR STRIKE

- A. See Architectural Door Hardware Schedule.

2.09 POWER SUPPLY

- A. Provide and install power supplies for the access control panels, intrusions panels and other system devices that have an integral battery for backup.
- B. Power supply converts 115VAC/60Hz input into eight independently controlled 12VDC or 24VDC fail safe and/or fail secure outputs with a total of 6 amp continuous supply current. Power supply has built in charger for backup batteries.
- C. Back up battery is 12V, 0.7 amp rechargeable, sealed and maintenance free with a two hour run time.
- D. Size power supply(s) so there is 20 percent spare capacity for future devices.
- E. Install in a UL listed enclosure.

2.10 KEYPAD

- A. LED or Vacuum fluorescent display.
- B. Ten numeric keys and five function keys
- C. Audible tones for warning with adjustable volume. Tones include intrusion signal, entrance warning, exit warning, invalid key, trouble and keypad encoding.

2.11 CABLE AND WIRE

- A. Copper:
 - 1. Power: 18 AWG, 2 pair, unshielded twisted pair.
 - 2. RS-232: 18 AWG, 4 conductor, shielded.
 - 3. Category 6 cabling to match that installed by the telecom contractor in Division 27, Communications.
 - 4. Indicate all other wire required by manufacturer installation instructions on submittal Drawings and diagrams.
 - 5. All cabling to be plenum rated where required.
- B. Connectors:
 - 1. Modular connector.
 - 2. 24 V Power: Screw-down on spade lug.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. This specification is to be used in conjunction with the Drawings. There may be circumstances where a device listed here is not present or required on the project Drawings.
- B. Contractor to coordinate conduit installation with the electrical contractor.
- C. Preparation:
 - 1. Order required parts and equipment upon notification of award of the work.
 - 2. Bench test equipment prior to delivery to the job site.
 - 3. Verify the availability of power where required. If a new source of power is required, a licensed electrician is required to install it.
 - 4. Arrange to obtain programming information including access times, free access times, door groups, operator levels, etc.
- D. Carefully follow the instructions in the manufacturer's Installation Manual to ensure steps have been taken to provide a reliable, easy to operate system.
- E. Perform work as indicated in the Drawings and Specifications.
- F. Install 3/4-inch conduit to designated card readers, door contacts, request-to-exit devices and electric lock at each door.
- G. Ensure minimum separation requirements are met between communications cables and power circuits.
- H. Integrate card readers with power assisted doors so that the door will not function without a valid card read while in secure mode.
- I. Double doors that are electronically controlled will unlock one leaf upon valid card read and unlock both leaves during programmed time to be unlocked.
- J. Execute adequate testing of the system to ensure proper operation.
- K. Training Requirements:
 - 1. Provide adequate training of the system users to ensure adequate understanding to prevent operating errors.
 - 2. Provide eight hours of training of operational instruction and two hours of maintenance instruction. Training seminars are to be hands-on instruction held at Owner's facility.
 - 3. Provide Owner with manufacturer's operating instructions.
 - 4. Provide factory trained representatives to instruct Owner's personnel in the operation of system equipment.
 - 5. Provide Owner's Authorized Representative with training plan and training checklist two weeks before planned training according to manufacturer's instructions.
 - 6. Provide comprehensive training for Owner's Authorized Representative for operation, maintenance and troubleshooting of system. Attend training session and video tape by Commissioning Authority.
 - 7. Security contractor will fully explain and demonstrate operation, function and override of system including, but not limited to: Software operation, remote access, programming, priority levels and monitoring station.
- L. Workmanship:
 - 1. Comply with highest industry standards, except when specified requirements indicate more rigid standards or more precise workmanship.
 - 2. Perform work with persons experienced and qualified to produce workmanship specified.
 - 3. Maintain quality control over suppliers and Subcontractors.
- M. Equipment Pretest: Bench test prior to delivery to job site and prior to installation. Bench test per manufacturer's installation instructions.
- N. Fire-Rated Doors and Frames: Do nothing to modify a UL rated door or frame that would void the UL label or fire rating.
- O. Grounding: Provide earth-grounding of equipment as required by equipment manufacturer. Earth ground to be connected to ground rod or approved cold water pipe. Do not use electrical or telephone ground connections as earth grounds. Do not use connections to mounting posts or building structural steel as earth grounds.

- P. Cutting and Patching: Responsible for cutting, fitting or patching that may be required to complete the work.

3.02 ACCESS CONTROL SYSTEM MAIN CONTROL PANEL

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.03 ACCESS CONTROL SYSTEM DOOR CONTROL PANEL

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.04 CARD READER

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.05 ACCESS CONTROL CARDS

- A. Reference 3.01, General Installation Requirements.
- B. Provide 50 access control cards to the Owner. 25 cards are to be programmed per Owner requirements.

3.06 DOOR POSITION SWITCH/CONTACT

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.07 REQUEST TO EXIT DEVICE (REX)

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.08 ELECTRIC LATCH OR STRIKE

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.
- C. Provided by others; see Architectural door hardware schedule.

3.09 POWER SUPPLY

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.
- C. Power to Security Equipment:
 - 1. Power equipment from 120 VAC circuit dedicated for security use, except as noted. Mark panel circuit breakers with labels worded "Security Equipment - Do Not Operate," or equivalent.
 - 2. Locate plug-in transformers at the security control panels. Secure low-voltage plug-in transformers to outlet with screw or strap. Clearly label transformers to identify purpose and use.
- D. Install power supplies for electric locks in central locations where they will not interfere with other operations.

3.10 KEYPAD

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.

3.11 CABLE AND WIRE

- A. Reference 3.01, General Installation Requirements.
- B. Install per manufacturer's instructions and recommendations.
- C. Design, layout, size and plan new wire and cable runs as required.
- D. Wire and cable from the processors to devices at each door "home-run" unless otherwise specified.

- E. Wire and cable installed in conduit or surface metal raceway, except as follows: Wire or cable, in lengths of less than 10-feet, that is “fished” within walls, ceilings and door frames.
- F. Wire and cable passing through metalwork to be sleeved by an approved grommet or bushing.
- G. Avoid splicing conductors. Make splices in junction boxes (except at equipment). Make splices with an approved crimp connection. Do not use wire nuts on any low-voltage wiring.
- H. Identify wire and cable at terminations and at every junction box. Make identification with an approved permanent label, Brady or equal.
- I. Cable and Wire Terminations:
 - 1. Identify inputs and outputs on terminal strips with permanent marking labels.
 - 2. Neatly dress and tie all wiring. The length of conductors within enclosures to be sufficient to neatly train the conductor to the terminal point with no excess. Run wire and cable parallel or normal to walls, floors and ground.
 - 3. Install connectors as required by equipment manufacturers.
 - 4. Make terminations so that there is no bare conductor at the terminal. Conductor insulation to bear against the terminal or connector shoulder.
 - 5. Do not obstruct equipment controls or indicators with wire or cable. Route wire and cable away from heat producing components such as resistors and regulators.
- J. Install the appropriate cable from the CPU to card readers, door contacts, request-to-exit devices and electric locks at each door.

END OF SECTION

