

PROJECT MANUAL

for

**JOHANNESBURG-LEWISTON AREA SCHOOLS
2024 SUMMER PROJECTS
BID PACKAGE NO. 1**

Johannesburg Building Water Well Upgrade

PROJECT NO. 0219-24E.1

May 1, 2024



**ANTHONY P. ESSON
ARCHITECT**

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DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: Johannesburg-Lewiston Area Schools
2024 Summer Projects
Bid Package No. 1
Johannesburg Building Water Well Upgrade

OWNER: Johannesburg-Lewiston Area Schools
10854 M-32 East
Johannesburg, MI 49751
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**CONSTRUCTION
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DOCUMENT 00 01 10

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END OF SECTION

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INVITATION TO BID

Project:

JOHANNESBURG-LEWISTON AREA SCHOOLS – 2024 SUMMER PROJECTS
BID PACKAGE NO. 1
Johannesburg Building Water Well Upgrade

Owner:

Johannesburg-Lewiston Area Schools
10854 M-32 East
Johannesburg, MI 49751

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: May 1, 2024

Johannesburg-Lewiston Area Schools will receive Bids from qualified Trade Bidders for new construction and Water Well System upgrades at the Johannesburg Building located at 10854 M-32 East, Johannesburg, MI 49751 for the following project:

2024 SUMMER PROJECTS
BID PACKAGE NO. 1
Water Well Upgrade

Description: Work of the Project comprises construction of a new well and well house (complete) including new pressure system equipment and controls for both the new well and the existing well to remain.

Trade Contract bids will be accepted for each of the Bid Categories listed in the Project Manual.

Sealed Bids may be mailed or delivered in person to Johannesburg-Lewiston Area Schools, c/o Kathleen Xenakis-Makowski, Superintendent, 10854 M-32 East, Johannesburg, MI 49751. Bids must be received prior to 1:00 PM local time on May 23, 2024. Bids will be opened publically and read aloud at 1:00 PM local time on May 23, 2024 in the Superintendent's Office, 10854 M-32 East, Johannesburg, MI 49751. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Meeting conducted by the Owner and Architect/Engineer at 1:00 PM local time on May 15, 2024. The meeting will convene in the Johannesburg Building business office located at 10854 M-32 East, Johannesburg, MI 49751. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project sites. Attendance by Bidders is not mandatory, but is strongly encouraged as there will be no other opportunity offered for Bidders to examine the project sites.

Bidding Documents will be available on or about May 6, 2024. Interested Bidders may view and download bidding documents at www.sugarconstruction.com/current-bids. Select Johannesburg-Lewiston Area Schools 2024 Summer Projects – Bid Package No. 1.

Bidding Documents will also be on file at the following Plan Rooms.

Builders Exchange Traverse City, Grand Rapids, Lansing, and Saginaw

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents.

The successful Bidder will be required to furnish Performance and Labor/Material Payment Bonds in the amount of 100% of the contract amount.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Bid submission.
2. Intent.
3. Work identified in contract documents.
4. Contract Time.
5. Definitions.
6. Contract Documents identification.
7. Availability of documents.
8. Examination of documents.
9. Inquiries and Addenda.
10. Product substitutions.
11. Site examination.
12. Prebid conference.
13. Bidder Qualifications.
14. Subcontractors.
15. Submission procedure.
16. Bid ineligibility.
17. Security deposit.
18. Bid Form requirements.
19. Fees for changes in the Work.
20. Bid Form signature.
21. Additional Bid Information.
22. Bid opening.
23. Duration of offer.
24. Acceptance of offer.

B. Related Documents:

1. Document 00 11 16 - Invitation to Bid.
2. Document 00 41 13 - Bid Form - Stipulated Sum (Trade Contract).

1.2 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by Johannesburg-Lewiston Area Schools c/o Kathleen Xenakis-Makowski, Superintendent, 10854 M-32 East, Johannesburg, MI 49751, until 1:00 PM local time on May 23, 2024.
- B. Bids submitted after the above time will not be considered.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform Trade Contract work to complete the Work for a Stipulated Price contract, in accordance with Contract Documents.
- B. This is a “Construction Management” project and there will be no “general contractor”. The Construction Manager will award trade contracts for each Bid Category as described below:
 - 1. Bid Category 2.0 – Sitework
 - 2. Bid Category 2.5 – Water Well
 - 3. Bid Category 6.0 – General Trades
 - 4. Bid Category 15.0 - Mechanical
 - 5. Bid Category 16.0 – Electrical

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises construction of new well and well house at the Johannesburg Building as described in the Drawings, Specifications and specific Bid Categories for each trade discipline.
- B. Locations:
 - 1. Johannesburg Building: 10854 M-32 East, Johannesburg, MI 49751.

1.5 CONTRACT TIME

- A. Perform the Work within time stated in Document 00 52 14, Sample Subcontract Agreement, and Sample Subcontract Agreement - Exhibit "A". The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, and bid securities, identified
- B. Contract Documents: As defined in AIA Document A201-2007 Article 1, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 219-24E.1 titled Johannesburg-Lewiston Area Schools – 2024 Summer Projects; Bid Package No. 1 – Johannesburg Building Water Well Upgrade as prepared by Anthony P. Esson, Architect.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Bidding Documents in paper form, in whole or in part, will not be issued to Bidders.

- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Bidders are responsible for full examination of the drawings, specifications, exhibits and any Addenda prior to submission of bids.
- B. Bidding Documents may be viewed at the office of the Owner
- C. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- D. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Anthony P. Esson, at the office of the Architect/Engineer; e-mail at tony@anthonyessonarchitect.com.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 5 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be posted on the Construction Manager's website. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

- A. Where Bidding Documents stipulate particular Products, substitution requests will be considered by Architect/Engineer up to 5 days before receipt of Bids.
- B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 10:00 AM, May 15, 2024. The meeting will convene in the Business Office located in the Johannesburg Building at 10854 M-32 East, Johannesburg, MI 49751. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the project sites. No other opportunity to examine the project sites will be offered.
- B. Attendance is not mandatory but is strongly encouraged as no other opportunity for site examination will be provided.
- C. Representatives of the Owner, Architect/Engineer and Construction Manager will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum

1.14 BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license(s) to perform work.

1.15 SUBCONTRACTORS

- A. The owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to AIA Document A201-2007 Article 5 of General Conditions.

1.16 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit an executed offer on Bid Form provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, Specific Bid Category and Owner's name on the outside.
- C. Each Bid Category must be bid in its' entirety. Bid qualifiers that omit portions of the work will be grounds for rejection.
- D. Bidders may bid more than one Bid Category however each category must be bid separately, using separate Bid Forms, in separate envelopes.
- E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.17 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.

- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Bidders that are "Iran Linked Businesses" as the term is defined in PA 517 of 2012, Iran Economic Sanctions Act are ineligible to Bid. Eligible Bidders must submit certification in accordance with the Act. Refer to Section 00 45 02.

1.18 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit as follows:
 - 1. Bid Bond in the amount of not less than five percent (5%) of the Bid Price on standard surety company form or;
 - 2. Certified check payable to Owner in the amount of five percent (5%) of the Bid Price.
- B. Endorse Bid Bond in name of Gaylord Community Schools as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of Gaylord Community Schools.

1.19 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.20 FEES FOR CHANGES IN THE WORK

- A. When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee allowed for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Five Percent (5%) on the gross cost of work by a Subcontractor at any tier. In no instance shall the Overhead and Profit mark-up exceed 20% in the aggregate.

1.21 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.22 ADDITIONAL BID INFORMATION

- A. Familial Disclosure Statement
 - 1. Include Familial Disclosure Statement with the Bid.
 - 2. Complete all requested information in the affidavit.
 - 3. Signature of the affidavit shall be notarized.
 - 4. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

- B. Iran Economic Sanctions Act Compliance Affidavit
 - 1. Include Iran Economics Sanctions Act Compliance Affidavit with the Bid.
 - 2. Complete all requested information in the affidavit.
 - 3. Signature of the affidavit shall be notarized.
 - 4. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.23 BID OPENING

- A. Bids will be opened publicly at time and location indicated in 00 11 16 - Invitation to Bid. Bidders may be present.

1.24 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 30 days after bid closing date.

1.25 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.

- B. After acceptance by the Owner, the Construction Manager, on behalf of the Owner, will issue to the accepted Bidder, a written Notice to Proceed.

- C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within (3) days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

- D. The accepted bidder shall enter into a Contract Agreement with the Construction Manager, and within (5) days following its presentation shall execute Agreement and return it to the Construction Manager.

END OF DOCUMENT

BID CATEGORY 2.0 – SITEWORK

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and / or Architect's specifications, the Bid Category descriptions shall take precedence.

21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.
22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.
29. All punch list work and all closeout documents must be completed to the satisfaction of the architect before acceptance of any invoice for retainage or any portion of retainage.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

- 31 05 13 - Soils for Earthwork
- 31 05 16 – Aggregate for Earthwork
- 31 10 00 – Site Clearing
- 31 22 13 – Rough Grading
- 31 23 16 – Excavating
- 31 23 17 - Trenching
- 31 23 23 - Fill
- 32 11 23 - Aggregate Base Courses
- 32 91 19 - Landscape Grading
- 32 92 19 - Seeding

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

- 03 30 00 - Cast-in-Place Concrete
- 32 13 13 – Concrete Paving

Inclusions for This Project: (but not limited to):
Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. This Bid Category will have total responsibility for site demolition including the removal of the existing pumphouse foundations.
3. Include excavation, backfill and restoration for new foundations.
4. Include excavation and backfill for the single line of underground conduit shown on drawing E1.1.
5. Haul spoils for the work under this bid category and pay all costs for disposal.
6. Prep all areas that will receive new concrete.
7. Update Construction Manager's as built drawings weekly.
8. Restore all areas disturbed by this bid division.
9. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. Testing is arranged and paid for by the owner.
2. The Construction Manager will provide temporary restroom facilities.

END OF BID CATEGORY 2.0

BID CATEGORY 2.5 – WATER WELL

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and / or Architect's specifications, the Bid Category descriptions shall take precedence.

21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.
22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.
29. All punch list work and all closeout documents must be completed to the satisfaction of the architect before acceptance of any invoice for retainage or any portion of retainage.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements.

**Inclusions for This Project: (but not limited to):
Any work that may be reasonably construed as part of this bid category's
responsibility shall be included.**

1. Coordination with other trade contractors.
2. This Bid Category will have total responsibility for installing a new water well.
3. Provide a well permit under appropriate jurisdiction.
4. Provide and install all piping and equipment associated with the new well as per plans.
5. Disconnect and tie in the existing well to the new pump house as shown.
6. Update Construction Manager's as built drawings weekly.
7. Restore all areas disturbed by this bid division.
8. Perform final chlorination and certification of well as required.
9. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. The Construction Manager will provide temporary restroom facilities.

END OF BID CATEGORY 2.5

BID CATEGORY 6.0 – GENERAL TRADES

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.

22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

- 03 30 00 – Cast In Place Concrete
- 32 13 13 – Concrete Paving
- 04 05 03 – Masonry Mortaring and Grouting
- 04 20 00 – Unit Masonry
- 06 10 00 – Rough Carpentry
- 06 17 53 – Shop Fabricated Wood Trusses
- 07 21 13 – Board Insulation
- 07 21 16 – Blanket Insulation
- 07 31 13 – Asphalt Shingles
- 07 46 33 – Plastic Siding
- 07 62 00 – Sheet Metal Flashing and Trim
- 07 84 00 – Firestopping
- 07 90 00 – Joint Protection
- 08 12 13 – Hollow Metal Frames
- 08 13 13 – Hollow Metal Doors
- 08 31 13 – Access Doors and Frames
- 08 71 00 - Door Hardware

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements

- 02 41 19 – Selective Structure Demolition
- 07 84 00 – Firestopping
- 07 90 00 – Joint Protection

Inclusions for This Project: (but not limited to):
Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Furnish and install all new concrete work including footings, floor slab and exterior sidewalks.
3. Furnish and install below grade rigid insulation.
4. Furnish and install masonry foundations.
5. Wood framing, sheathing and trusses.
6. Provide access panel through OSB ceiling in pump house.
7. Plastic Siding.
8. Metal fascia and trims.
9. Shingle Roof.
10. Furnish and install hollow metal frames and doors.
11. Furnish and install all door hardware.
12. Furnish and install joint sealants for this Bid Category's work.
13. Provide a dumpster for waste materials generated under this Bid Category and pay all costs for disposal.
14. This Bid Category will be responsible for protection of existing finishes that it may affect. Damages by this category will be repaired at the expense of this Bid Category.
15. Update the Construction Manager's as built drawings weekly.
16. Provide temporary lunch room facilities as required for this Bid Category's work.

Exclusions:

1. Temporary toilet facilities will be provided by the Construction Manager.
2. Testing will be by others.

END OF BID CATEGORY 6.0

BID CATEGORY 15.0 – MECHANICAL (HVAC)

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.

22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will have access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

23 000 – Mechanical (All sections)

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements
02 41 19 – Selective Structure Demolition

Inclusions for This Project: (but not limited to):

Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Provide required permits for work installed by this Bid Category.
3. Provide a dumpster and pay for disposal of materials demolished under this Bid Category.
4. Furnish and install new HVAC equipment, ducts and accessories as shown on plans.
5. Install all controls and associated wiring.
6. This Bid Category will be responsible for protection of existing finishes that it may affect. Damages by this category will be repaired at the expense of this Bid Category.
7. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. Temporary restrooms will be provided by the Construction Manager.

END OF BID CATEGORY 15.0

BID CATEGORY 16.0 – ELECTRICAL

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.

22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.
29. All punch list work and all closeout documents must be completed to the satisfaction of the architect before acceptance of any invoice for retainage or any portion of retainage.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

26 000 – Electrical (All Sections)

See Electrical Drawings for Electrical Requirements.

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements

02 41 19 – Selective Structure Demolition

Inclusions for This Project: (but not limited to):

Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Provide required electrical permit.
3. Electrical demolition.
4. Provide a dumpster for the demolition under this bid category and pay all costs for disposal.
5. Provide and install support for conduit running over the roof.
6. Furnish and install new light fixtures per plans.
7. Furnish and install new electrical outlets and switching as shown.
8. Access through existing ceilings and restoration of same will be the responsibility of this Bid Category.
9. Furnish and install firestopping at all penetrations made by this bid category through fire rated and / or smoke barrier systems.
10. Update Construction Manager's as built drawings weekly.
11. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. Temporary restrooms will be provided by the Construction Manager.

END OF BID CATEGORY 16.0

DOCUMENT 00 41 13
BID FORM – STIPULATED PRICE

To: Johannesburg-Lewiston Area Schools
c/o Kathleen Xenakis-Makowski, Superintendent
10854 M-32 East
Johannesburg, MI 49751

Project: Johannesburg-Lewiston Area Schools
2024 Summer Projects
Bid Package No. 1
Johannesburg Building Water Well Upgrade
Project No. 0219-24E.1

Date: _____

Submitted by: _____
(full name)

(full address)

Estimator _____
(name and Telephone)

Bid Category: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect dated May 1, 2024 for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the

Stipulated Sum of: \$ _____ (numerical)

\$ _____ dollars in
lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included the costs of all required construction permits and inspections in the bid sum.
- We acknowledge that Liquidated Damages may be assessed for our failure to achieve Substantial Completion and/or obtain approval for occupancy from the Michigan Bureau of Construction Codes (where applicable) prior to the dates indicated in the Contract Documents.

2. UNIT PRICES

We offer the following Unit Prices for specific portions of the Work as provided in the Contract Documents (Refer to Specification Section 01 20 00 – Price and Payment Procedures):

Price per foot of well depth above or below the target depth indicated: \$ _____ per lineal foot of well depth.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (60) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- a. Execute the Agreement within five (5) days of receipt of Notice of Award; and
- b. Commence work within three (3) days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. ADDENDA

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.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

5. BID FORM SIGNATURE(S)

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer
(Seal) Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 45 01

FAMILIAL DISCLOSURE STATEMENT

The undersigned, as owner or authorized officer of the Bidder, and pursuant to the familial disclosure requirement provided in the advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ (the Bidder) and any member of the Board of Education or the Superintendent of Johannesburg-Lewiston Area Schools (the School), except as indicated below:

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 200__, by

_____.

_____, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF FAMILIAL DISCLOSURE STATEMENT

DOCUMENT 00 45 02

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

Effective April 1, 2013, all Bids and/or Proposals received by public entities in the State of Michigan must comply with the Iran Economic Sanctions Act, Act 517 of 2012. As a condition to compliance with the Act, the following certification must be submitted with the Bid.

The undersigned, as owner or authorized officer of _____ (the Bidder), pursuant to the requirements of the Iran Economic Sanctions Act, Act 517 of 2012, hereby certifies under civil penalty for false certification, that the Bidder is not an "Iran Linked Business", as defined in the Act, and is eligible to submit a Bid.

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 200__, by
_____.

, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

DOCUMENT 00 52 14

AGREEMENT FORM

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 00 72 14 - General Conditions.

1.2 AGREEMENT

- A. The Subcontractor Agreement included in this section (see following Sample agreement) forms the basis of Agreement between the Construction Manager and Trade Contractor.

END OF DOCUMENT

SUBCONTRACT AGREEMENT

Construction Manager: Sugar Construction, Inc.
2968 Venture Drive
Midland MI 48640
Phone: 989 631-4154
Fax: 989 631-7012

PROJECT: Johannesburg Bldg Water Well Upgrade BP 1
Johannesburg-Lewiston Area Schools
10854 M-32
Johannesburg MI 49751

SUBCONTRACTOR: Sample Subcontractor
Address:
Phone:
Fax:
Email:
Attn:
Federal ID #:

SCI JOB #: 913

CONTRACT DATE: 04/29/2024

CONTRACT #: 8080

Taxable: Yes

SUBCONTRACT SUM: \$65,000.00 EXACTLY SIXTY-FIVE THOUSAND DOLLARS

CONTRACT DOCUMENTS:

1. This Subcontract Agreement.
2. As described in Exhibit A.

TIME OF COMPLETION: 08/18/2024

1. THE WORK:

- 1.1 The Subcontractor represents that it is fully qualified and licensed to perform this Agreement, and acknowledges that, prior to the execution of this Agreement it has (a) by its own independent investigation ascertained (i) the Work required by this Agreement (ii) the conditions involved in performing the Work, and (iii) the obligations of this Agreement and the Contract Documents; and (b) independently verified all information furnished by the Owner, Construction Manager, or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become informed will not relieve the Subcontractor from its responsibilities hereunder nor serve as a basis for an adjustment to the contract value.
- 1.2 The Subcontractor shall provide all necessary labor, material, equipment, tools, shop drawings, layout, samples, professional services, taxes, permits, fees, licenses, insurances, etc. to perform the Work.
- 1.3 The Work shall be performed in accordance with all applicable local, state and federal codes, laws and regulations (including OSHA and MIOSHA) and in accordance with the Contract Documents.
- 1.4 Subcontractor shall keep the Project free and clean of trash and debris attributable to the Work. On twenty-four (24) hours written notice by the Construction Manager, Subcontractor shall remove all trash and debris or be responsible for the cost, plus twenty percent, incurred by Construction Manager to do same.
- 1.5 The Subcontractor shall furnish a workforce that will work in harmony with all other subcontractors on the Project. The Subcontractor shall not suffer, support or take any action to picket, strike, handbill, engage in sympathy or unfair labor practice strikes, or any work stoppages or otherwise interfere with the Work or the business of the Construction Manager or any of its subcontractors. The Subcontractor shall not suffer its employees to honor or recognize any picket line by any union against the Construction Manager.
- 1.6 Subcontractor agrees promptly to make good, without cost to the Owner or Construction Manager, any and all defects due to faulty workmanship and/or materials which may appear within the guaranty or warranty period established in the Contract Documents or for one year from Owner's acceptance of the Construction Manager's work, whichever is later.
- 1.7 Time is of the essence of this Agreement. Subcontractor shall provide sufficient manpower to complete the Work on or before the Completion Date stipulated herein, including working his forces overtime at no cost to the Construction Manager, if deemed necessary by the Construction Manager to meet the Completion Date.
- 1.8 The Subcontractor shall be bound by the terms of the Specifications, General Conditions and Supplemental Conditions and Addenda in the Contract between the Construction Manager and the Owner, shall conform to and comply with the Drawings and Specifications and Addenda, and shall assume toward the Construction Manager all the obligations and responsibilities that the Construction Manager assumes toward the Owner.
- 1.9 If the Work is delayed, substantially without fault or responsibility of Subcontractor, the Subcontractor may receive an extension of the Contract Time and an adjustment to the Schedule of Work. Subcontractor expressly understands that its sole and exclusive remedy for delay will be an extension of time for performance of the Work. Written documentation of delays in work must be accepted by Sugar Construction. Without written documentation, short comings in manpower, schedule, etc. will be the responsibility of the Subcontractor. A subcontractor's ability to not fulfill the contract obligations will result in Sugar Construction fulfilling these obligations at the expense of the subcontractor.

Initials: _____

2. PAYMENTS

- 2.1 Subcontractor shall submit a Subcontractor Application for Progress Payment ("Application for Payment"), completed in full, signed and notarized, to the Construction Manager on or before the 20th day of each month for that portion of the Work completed through the end of the month, less ten percent (10%) retainage, per the attached format. Applications for Payment must be mailed or delivered to Construction Manager; facsimile copies shall not be accepted.
- 2.2 Construction Manager agrees to pay Subcontractor within thirty (30) days from the end of the month in which the Work was performed and the Application for Payment submitted, or within ten (10) business days following Construction Manager's receipt of payment from the Owner for the Work, whichever is later. It shall be an express condition precedent to Construction Manager's obligations to pay Subcontractor any amount under this Contract that Construction Manager shall have first actually received payment for the Work from the Owner.
- 2.3 If notification of any claim against Subcontractor is made to Construction Manager, Construction Manager, at its discretion has the right to withhold sufficient funds from any payment due Subcontractor to cover the cost of the claim, pending final settlement. If Subcontractor fails to settle any claim, Construction Manager shall have the right to pay the Subcontractor's sub-subcontractors or suppliers and deduct those payments from the Subcontract Sum. Any expenses incurred by the Construction Manager including but not limited to costs associated with bonding of liens, attorneys' fees, court costs and Construction Manager's personnel expenses incurred in order to resolve claims shall be deducted from the Subcontract Sum. In the event that the cost to resolve said claims is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.
- 2.4 Final payment shall be paid Subcontractor upon Construction Manager's receipt of:
 - a. Final payment by Owner.
 - b. Subcontractor Application for Final Payment, as per the attached format, completed in full, signed & notarized.
 - c. Final lien waiver from Subcontractor; and
 - d. Written statement of guaranty of work, warranties, manuals, as-builts and any other required documents from Subcontractor.

3. CHANGES IN WORK

- 3.1 Subcontractor expressly agrees that no changes will be made, nor extra work performed, nor changes made in the quality or quantity of materials furnished, nor additional compensation paid, unless such matter is previously authorized by the Project Manager, in the form of a written change order.
- 3.2 If the written change order entitles the Subcontractor to additional compensation, the change order must include written documentation from any sub-subcontractors or suppliers that are entitled to compensation pursuant to or as a result of the written change order.
- 3.3 Any work that is deemed a change in value for the Subcontract Agreement, and which would delay Subcontractor or Construction Manager's scheduled completion, and for which the parties do not agree as to the value, shall upon twenty four (24) hours written notice, be diligently prosecuted by the Subcontractor according to the following guidelines. The Construction Manager shall determine an undisputed amount for the change order work, which shall be billed in accordance with the Payment terms herein. The disputed amount shall be submitted to the owner or architect for their ruling as to the value of the work. The decision as to the value of the work shall be based on the Owner or architect's ruling, and this amount shall thereby be the agreed upon value of the work.
- 3.4 Subcontractor will give Construction Manager written notice of any claims relating to Subcontractor's performance under this Agreement, including claims for which Construction Manager or Owner might be liable, within three (3) calendar days of the occurrence of the condition or event which forms the basis of such claim. Failure to provide such written notice within the three-day period constitutes a waiver of any such claim.

4. INSURANCE

- 4.1 The Subcontractor shall procure and maintain at the Subcontractor's own expense, during the entire contract time, Liability Insurance as hereinafter specified:
 - a. Business Automobile Liability shall be provided for a Combined Single Limit of at least \$1,000,000 for Bodily Injury and Property Damage. Coverage shall include owned, leased, hired and non-owned vehicles. Construction Manager shall be named as Additional Insured.
 - b. Workers Compensation Insurance for the protection of all Subcontractor's employees including partners and individual owners working on or in connection with the Project.
 - c. Commercial General Liability shall be provided for a Combined Single Limit of at least \$1,000,000 for each occurrence, \$1,000,000 Personal Injury and Advertising Liability, \$2,000,000 Products and Completed Operations aggregate and \$2,000,000 general aggregate. The policy shall contain no restrictions for contractual liability and xcu (explosion, collapse and underground). Construction Manager shall be named as additional insured, per form CG2010 1185 or equivalent. Subcontractor shall maintain Products and Completed Operations insurance and shall name Construction Manager as additional insured for at least two (2) years from the date of final payment. Subcontractor's insurance shall be primary and non-contributing so that the Construction Manager's policy will not respond until the limits under the Subcontractor's policy are exhausted.
 - d. Commercial Umbrella Liability shall be provided for at least \$1,000,000 and shall be as broad as the primary General Liability and Automobile.

- 4.2 Certificates of Insurance, including a copy of the additional insured endorsement, acceptable to Construction Manager must be provided prior to Subcontractor commencing any work or ordering any materials. Renewal certificates must be provided no less than 14 days prior to expiration. All insurance carriers named in the Subcontractor's certificate of insurance shall have an A.M. rating of A- or better. The Certificates must also contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to Construction Manager. Construction Manager shall not make any payment to Subcontractor until proper evidence of insurance is received. If Subcontractor performs any portion or all of the Work without the required insurances, Construction Manager shall deduct the greater of twenty five percent (25%) broken down as follows: 10% for General Liability, 10% for Workers Compensation, 3% for Automobile Liability and 2% for Umbrella coverage of the Subcontract Sum, or the value of the insurance premium as solely determined by Construction Manager's insurance carrier.
- 4.3 Waiver of Subrogation: Subcontractor waives all rights against Construction Manager, Owner and architect and their agents, officers, Directors and employees for recovery of damages caused by fire or other causes of loss to the extent such damages are covered by any insurance provided under this Subcontract Agreement.

5. INDEMNIFICATION

- 5.1 The Subcontractor shall indemnify and hold harmless Construction Manager and its agents and employees from and against any and all liability, suits, actions, claims, damages, losses, judgments, settlements, costs and expenses, including attorney's fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), arising out of, related to or resulting from the Subcontractor's performance of the Work, provided that such suit, action, claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Subcontractor, its sub-subcontractors, suppliers, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.
- 5.2 In any or all claims against the Construction Manager, or any of its agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, of benefits payable by or for the Subcontractor under workers compensation acts, disability benefits acts, or any other employee benefit acts.
- 5.3 If Construction Manager is assessed liquidated damages or other damages for delay on the Project, the Construction Manager may assess delay damages against Subcontractor according to Subcontractor's responsibility for the delay. In addition, Subcontractor shall be liable to Construction Manager for actual damages including, without limitation, reasonable attorney's fees caused by Subcontractor's delay.
- 5.4 Subcontractor shall at all times comply with all safety regulations as set forth by any state regulatory agency or any federal regulatory agency and shall indemnify Construction Manager against all claims and/or penalties arising from inspections by these agencies.

6. TERMINATION AND SUPPLEMENTING FORCES

- 6.1 The failure by Subcontractor to supply a sufficient number of skilled workmen, or to supply the specified or required materials, or sufficient and proper equipment, to prosecute the Work in a manner to comply with the Completion Date, to pay in a timely manner for third party materials, equipment and labor, or to perform any covenant contained in the Contract Documents, shall constitute a default of the Subcontractor, and Construction Manager may, at its option, and after forty-eight (48) hours of written notice of said default to Subcontractor, terminate this Agreement.
- 6.2 The Construction Manager also has the right, with forty-eight (48) hours written notice to the Subcontractor, to hire third party forces to help to complete the work if the Subcontractor is proving unable to meet the scheduled Completion Date. All such supplemental charges incurred shall be deducted from the Subcontract Sum. In the event that the cost to supplement forces is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.
- 6.3 In the event of default by Subcontractor and subsequent termination of Subcontractor by Construction Manager, Construction Manager shall complete the Work through its own or third party forces, and shall deduct the costs thereof from the unpaid amounts and retainage of this Subcontract. In the event the cost to complete the Work is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid by Subcontractor within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum, and Subcontractor further agrees to pay any and all costs of collection, including but not limited to court costs and attorney's fees.

7. DISPUTES

- 7.1 The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Michigan and or governing body that has jurisdiction over the project work site.
- 7.2 Any and all claims, disputes and other matters in questions arising out of or relating to this Agreement, or breach thereof, will be resolved, at Construction Manager's option (1) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in the County of Oakland, Michigan; or (2) in the Circuit Court of Oakland County, Michigan or such other venue as may be agreed upon by Construction Manager. Construction Manager and Subcontractor hereby waive their right to demand a jury trial. In the event that Construction Manager prevails in such arbitration or litigation, Subcontractor shall pay the Construction Manager the costs and expenses, including such reasonable attorney's fees and costs, including expert witness fees and expenses, incurred by Construction Manager in such arbitration or litigation.
- 7.3 Subcontractor shall turn the Work over to Construction Manager in good condition, free and clear of all claims, encumbrances and liens growing out of the performance of this Agreement. In the event a mechanic's or materialman's lien is filed by reason of work done or materials furnished to or by the Subcontractor or any of its sub-subcontractors, Subcontractor will, upon demand by Owner or Construction Manager and at Subcontractor's expense, cause such lien to be released of record, by bonding or otherwise. If Subcontractor fails to do so within a reasonable time after demand, Owner or Construction Manager may take such action as shall be necessary to remove such lien of record and if either of them do so, Subcontractor will, upon demand, reimburse them for all costs incurred, including, without limitation, attorney's fees.

8. MISCELLANEOUS PROVISIONS

- 8.1 Any amounts owed to Subcontractor under this Subcontract Agreement may be withheld by Construction Manager and applied to any actual or potential amounts or sums that are, or may in the future be owed by Subcontractor to Construction Manager on this or any other project, job, matter or contract between Construction Manager and Subcontractor including, without limitation, legal expenses and costs associated therewith.
- 8.2 Within ten (10) days following any request by Construction Manager, Subcontractor will furnish Construction Manager with a list of all subcontractors and material suppliers who have performed labor or supplied materials to Construction Manager as part of the Work, together with a statement of current balance owed to or claimed by each sub-subcontractor or supplier.
- 8.3 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respect to further performance.
- 8.4 This Agreement and the Contract Documents constitute the entire agreement between parties and may not be amended, superseded or otherwise affected, except by an agreement in writing signed by both parties. This subcontract or the amounts due hereunder cannot be sublet or assigned in whole or in part without prior written approval from the Construction Manager.
- 8.5 The individual signing below has read and understands all of the terms described herein, and has the capacity to bind the Subcontractor.
- 8.6 No Asbestos containing building materials (ACBM) shall be used in the construction of this project.

8.6 LIQUIDATED DAMAGES: Recognizing that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable) within the time limits established herein, plus any extensions of time as allowed under the General Conditions, and also recognizing the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time, instead of requiring any such proof, The Construction Manager and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor will pay The Construction Manager (to be forwarded to the Owner)One Thousand Dollars (\$ 1,000.00) for each day that expires after the date of Substantial Completion established herein until the Work is Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable). Liquidated damages charges shall be deducted from the Contractor's progress payments or final payment as applicable. The Owner reserves the right to demand legal proceedings in the event that the actual loss exceeds the damages provided for herein.

8-7 In addition, Contractor shall be responsible for all Architectural costs incurred by the Construction Manager after the established Final Completion date (thirty days after actual Substantial Completion date) resulting from Contractor's failure to properly complete the work. Any such costs shall be deducted from the Contractors progress payment or final payment as applicable.

This Agreement is entered into as of the day and year first written above, labeled as the contract date.

CONSTRUCTION MANAGER

Sugar Construction, Inc.

SUBCONTRACTOR

Sample Subcontractor

BY: _____

BY: _____

NAME: Jerry A Brown

NAME: _____

TITLE: Project Manager

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT "A"

Pursuant to the terms and conditions stated below, which are part of this agreement, the Subcontractor shall furnish all labor, materials, tools equipment, hoisting, scaffolding, clean-up and services necessary for the satisfactory completion of all work as described in the contract specifications as follows:

Scope of Work: Furnish all labor, materials and equipment to install elevator per plans and specifications.

Bidding Addenda / Bulletins **See Exhibit B for Addendums**

And as shown on the drawings, including applicable addenda, accepted alternates, and all related work, and Subcontractor shall pay the government taxes, sales taxes, and use taxes as applicable. Without limiting the above scope, the following items of work are part of this Sub-Contract Agreement.

Specifications Dated: _____

Drawings Dated: _____

DOCUMENT 00 72 14

GENERAL CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
- B. Related Documents:
 - 1. Document 00 52 14 - Agreement Form.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2007 General Conditions of the Contract for Construction as modified, included herein, is the General Conditions of the Contract.

END OF DOCUMENT



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Johannesburg-Lewiston Area Schools
2024 Summer Projects

THE OWNER:

(Name, legal status and address)

Johannesburg-Lewiston Area Schools
10854 M-32
Johannesburg, MI 49751

THE ARCHITECT:

(Name, legal status and address)

Anthony P. Esson, Architect ,PLLC
PO Box 479
Gaylord, MI 49734

THE CONSTRUCTION MANAGER:

Sugar Construction, Inc.
2968 Venture Drive
Midland, MI 48640

(The term "Contractor" is understood to include the Construction manager in this AIA Document A201-2007 Edition, as modified, for all purposes related to Construction Phase and subsequent work.)

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

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User Notes:

(1783706218)

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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) which shall be awarded by the Owner and then assigned over by the Owner to the Construction Manager after award 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, ~~Agreement in writing,~~ the Contract Documents ~~do not also~~ 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 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 the Contractor's performance of the Architect's its duties.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the work of the Project.

§ 1.1.10 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or qualify of a product or Work."

§ 1.1.11 Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.12 Unless specifically limited in the Contract the words "furnish," "install," and "provide," or an combination thereof, mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

§ 1.1.13 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 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. Should the Drawings and Specifications appear to be in disagreement with each other relative to the quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing.

§ 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. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the specification or drawing information which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of him, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or 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.

§ 1.2.4 If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:

- .1 Where requirements specifically set forth in the Owner-Contractor Agreement are in conflict with other Contract Documents, the Owner-Contractor Agreement shall govern.
- .2 Where there is conflict between the requirements of the General Conditions and the Owner-Contractor Agreement, the requirements of the Owner-Contract Agreement shall govern, except where the requirements set forth in the Owner-Contractor Agreement are contrary to law, in which case the legal requirements shall govern.
- .3 In all other instances, the conflict shall be resolved by complying with the provision that requires the better quality or greater quantity of work/services to the Owner.
- .4 When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Construction Manager will decide which Contractor(s) shall furnish the same and which Contract amount shall be adjusted for not incorporating such material or equipment into the Project.

§ 1.2.5 The Contractor acknowledges that there may be items of the Work which the Contractor is responsible to provide under the Agreement that are not drawn or specified in the Design but are necessary for the proper execution and completion of the Work and are consistent with and reasonably inferable from the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum.

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

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

~~§ 1.5.3 The Drawings, Specifications, and other documents and all data used in compiling, and the results of any tests, surveys or inspections at the Project Site, as well as all photographs, drawings, specifications, schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one Contract record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.~~

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor~~

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as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall ~~furnish~~ furnish, as applicable, such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, ~~including~~ including, but not limited to, 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.

§ 2.2.3 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 Taking into account the Contractor's experience and expertise,~~ 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. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of the Contractor's bid.

§ 2.2.4 ~~The Upon specific written request of the Owner, 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. Contracts with other Contractors alone shall not constitute sufficient Owner control for purposes of this section.

§ 2.2.5 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.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~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. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of written notice from the Owner or the Owner's designee 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, including any claim against the Contractor's performance bond, correct such deficiencies. In the event the Contractor's default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence and continue correction; otherwise, the Owner may undertake the same actions as permitted in the prior sentence. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's ~~expenses and compensation for the Architect's expenses, including any and all legal expenses incurred to effectuate and enforce this provision, and compensation for the Architect's, Construction Manager's, and/or other Contractor's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ Exercise of such rights shall in no way limit or jeopardize the Owner's right to any claim against the Performance Bond or Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

In the event the Owner directs another entity to perform Work pursuant to this section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, that other entity shall charge the Contractor all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs. The Contractor shall pay that other entity within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner to

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withhold that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 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 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.

§ 3.1.4 These General Conditions refer to the relationship between the Owner and the Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractors shall have all the rights, duties and obligations to the Contractor as the Contractor has rights duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor causes any type of injury or loss to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

§ 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may ~~require~~. require, with a copy of the same to the Owner. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to submitting its bid the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect an error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. The Contractor shall immediately notify the Architect of delays of any other Contractors that could impact timely coordination and completion of the Work.

§ 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. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Agreement.

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

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

§ 3.4.4 The Contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Contract.

§ 3.4.5 Immediately after "award of the contract," the Contractor shall provide the Architect a list showing the name of the manufacturer proposed to be used for each of the product(s) identified in the Specifications and, where applicable, the name of the installing Subcontractor.

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§ 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.

§ 3.4.7 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities, for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

§ 3.4.8 ASBESTOS-FREE PRODUCT INSTALLATION

§ 3.4.8.1 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the work all be asbestos-free.

§ 3.4.8.2 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 3.4.8.1.

§ 3.4.8.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 3.5 WARRANTY

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

- .1 The Owner will have good title to the Work and all materials and equipment incorporated into the Work and unless otherwise expressly provided in the Contract Documents, will be new;
- .2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- .3 The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended;
- .4 The Work and all materials and equipment incorporated into the Work will be merchantable; and
- .5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

§ 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. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from same. The Contractor shall include and shall deem to have been included in its bid all Michigan Sales and Use Taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the Bid Date.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

~~§ 3.7.1 Unless otherwise provided in the Contract Documents, the~~ 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 written and dated notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the ~~Architect determines~~ Owner and Architect determine 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, they will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines ~~Owner and Architect determine~~ that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the ~~Owner and~~ Contractor in writing, stating the reasons. If ~~either party~~ Contractor disputes the Architect's determination or recommendation, ~~that party may~~ The Contractor shall proceed as provided in Article 15. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this Agreement. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.

~~§ 3.7.4.1~~ The Contractor bidding on the Work is responsible for visiting the site and determining all local conditions that may in any way affect its Work.

~~§ 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~~ provide written and dated notification to 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~~ shall be made, as needed, 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. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such superintendent with a superintendent who is satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner and/or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and/or Architect requires additional time to review. ~~Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.~~

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and Architect's approval. The Owner's and Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals, for a reasonable time to review submittals, and (3) shall provide for expeditious and practical execution on the Work. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion.

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§ 3.10.5 Progress Meetings: Meetings of representatives of the various Contractors and Trades will be held for the purpose of coordination and furthering the progress of the Work. Contractor and subcontractor attendance is mandatory. Meetings shall be held at regular intervals as provided in the General Requirements; special meetings may be held if deemed necessary by the Owner, Contractor and Architect/Engineer.

§ 3.10.6 The Contractor shall proceed strictly (not substantially) in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Construction Manager shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Contract Time or any Milestone Date or the Contract duration unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor for submittal to and review by the Architect 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 for submittal to and review by the Architect to illustrate materials or equipment for some portion of the Work. All Work shall be furnished and installed in accordance with the Drawings, Specifications and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~ § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Anything contained in the Contract Documents to the contrary notwithstanding, no one except the Owner shall be permitted to disrupt the operation of any building system or any other services without the Owner's prior written consent. Any request to perform such work shall be in writing, received by the Owner no less than five (5) days prior to the commencement of the requested disruption, and shall detail (1) the exact nature and duration of such interruption, (2) the area affected, and (3) any impact upon the Construction Schedule caused by such proposed temporary disruption. Except in the case of Extraordinary Measures, all work shall be performed during the hours and on the days set forth in the Specifications. The Contractor's failure to comply with the notice provisions of this section shall constitute a waiver by the Contractor of a right it may have to an adjustment of its compensation, or the Construction time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work affecting Critical Service for which appropriate notice was not furnished.

§ 3.13.3 The Contractor will consult with the Owner and the Owner's Representative concerning any necessary operations at the Project site, including staging area limits, office or storage trailer locations, dumpster operations, equipment and material deliveries, hoisting areas and any other construction impacts on the Owner's grounds.

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.15.3 Any areas and/or concurrently occupied space both occupied by the Owner and used in the progress of the Work, both within the limits of the construction site and the adjacent areas leading to it, shall be maintained, opened to travel and kept in a clean condition. Failure by the Contractor to maintain said areas will result in the Owner's cleaning of same, at the expense of the Contractor.

§ 3.15.4 In addition to removal of rubbish, the Contractor and its subcontractors, under the Contractor's direction, shall replace any broken glass, remove stains, spots, marks, and dirt from decorated work, clean hardware, and/or remove spots and smears from all surfaces which were affected by the Work.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 indemnify and hold harmless the Owner and Architect ~~harmless from from any and all cost, damage, or loss on account thereof, including, but not limited to, actual attorneys fees, but shall not be~~ responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 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 Work or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they or any of them may be liable, regardless of whether or not such claim, damage, loss or expense is, or is claimed to be caused in part by a party indemnified hereunder, except where such loss, damage, injury, liability, expense or claim is the result of the sole negligence of the Owner, Architect or the consultants, agents or employees of any of them and is not contributed to by the Contractor or anyone whose acts the Contractod may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ The Contractor shall further indemnify the Owner, Architect,

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Architect's consultants, Construction Manager and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Article. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18, which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from acts of the Contractor or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

~~§ 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, addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Owner, Architect and Construction Manager from and against the payment of the following:~~

All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under this Contract;

All sales, use, personal property and other taxes (including interest and penalties thereon) required by an federal, state, county, municipal or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work: and

All pension, welfare, vacation, annuity and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.

The Contractor shall indemnify, defend and hold the Owner harmless from any claim, damage, loss or expense, including but not limited to actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or disposed of by Contractor.

~~§ 3.18.3 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner or Construction Manager is named as a party, the Contractor shall immediately advise the Owner and Construction Manager, in writing, of such claim or lawsuit and shall provide a full and complete copy of any documents or pleadings thereto, as well as a full and accurate report of the facts involved.~~

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

~~§ 4.1.1 The Owner shall retain an architect~~ Architect is 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. The term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.

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

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

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§ 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.~~ Payment and with the Owner's written concurrence during the correction period.. 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 more frequently as otherwise agreed with the Owner, Owner or required by law, 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~~ Except as otherwise set forth herein, the Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, the Architect shall immediately

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notify the Owner of the same to determine an appropriate corrective course of action or notify the Contractor of the same to correct the irregularities.

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

§ 4.2.9 The Architect will conduct inspections to ~~determine~~ determine, with the Owner's concurrence, 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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~~ promptness given the particular circumstances.

§ 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,~~ interpretations, the Architect will endeavor to secure faithful performance by ~~both Owner and Contractor,~~ will not show partiality to either and the Contractor, will not be liable for results of interpretations ~~or decisions~~ rendered in good ~~faith~~ faith and without negligence.

§ 4.2.13 The Architect's ~~decisions~~ interpretations 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~~ promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. The term "Subcontractor" shall also include material and equipment suppliers. Each and every subcontract shall be understood to have the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights permitted by law.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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agreements with additional persons or entities serving as a subcontractor shall expressly identify the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

§ 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, despite the Architect's or Owner's reasonable objection, 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 previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and Architect of any proposed substitution a minimum of ten (10) days prior to such proposed change.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 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 in writing; 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~~ may be equitably adjusted as negotiated by the parties.

§ 5.4.3 Upon such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to ~~insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~ insurance. The Contractor shall be responsible for coordinating the Work with the work of other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.~~

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 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 the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Section 4.7 provided the other Contractors have reciprocal obligations. If such other Contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and

shall reimburse the Owner for all actual attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor.

§ 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.~~ The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

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, only by Change Order, Construction Change Directive ~~Directive~~, written contract amendment, 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~~ may be issued 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~~ alone, if so authorized.

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

§ 7.2 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 or more 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 7.3.7.

However, the Contract time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the Construction Change Directive adversely affect the critical path of the Work.

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

Contractor, the applicable unit prices shall be equitably ~~adjusted~~adjusted, unless the Contractor provided unit prices as part of a competitive bid.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.6.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall ~~determine~~determine, with the Owner's approval, the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an 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 7.3.7 shall be limited to ~~the following:~~a reasonable amount of the following that are actually incurred by the Contractor:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, 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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 undisputed Work completed under the Construction Change Directive in Applications for Payment. ~~The~~For those undisputed portions, 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~~cost, if agreed to by the Owner in writing, shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of ~~either party~~the Contractor to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, in writing, 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.

§ 7.3.11 In no event shall the Contractor be entitled to receive, and the Contractor hereby waives the right to receive any payment or an extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with an such work. Only the Owner shall have then right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing any addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or the Construction Schedule.

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 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 obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All work shall be completed in sufficient time to allow for cleanup and preparation for Owner move-in prior to the Date of Substantial Completion.

§ 8.2.4 Without altering the applicability and obligations of Section 8.2.3, the Contractor shall prosecute the Work undertaken in a prompt and diligent manner wherever such Work, or any part of it, becomes available, or at such other times as the Owner and/or Architect may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of any other contractor, the Owner, or the Architect. Any supplies, materials, tools and/or equipment that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided for herein. If the Contractor, through its negligence or failure, including the negligence or failure of its Subcontractors or suppliers, fails to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet construction needs in accordance with the established Schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the Work up to the proper schedule. In the event the Contractor fails to take such action necessary to bring its part of the Work up to schedule within twenty-four hours of receiving notice from the Owner or Architect then the Owner, at its sole option, may supplement the Contractor's forces, materials and/or equipment or remove the Contractor from the Project, and the Owner may complete part or all of the remainder of the Contractor's Work, either utilizing in the Owner's sole discretion its own forces, new contractors chosen by the Owner or any Subcontractor or supplier of the Contractor, which may include fixed price supplemental work, time and materials supplemental work, or any combination thereof, which in Owner's sole discretion will most quickly and completely cure the failure of the Contractor. The Contractor shall be responsible for any and all costs of performing or completing the Work that are incurred by the Owner or any Contractor, Subcontractor, supplier, or other entity on the Owner's behalf. The Contractor shall pay the Owner for such costs within ten (10) days of the date of invoice. If not paid within ten (10) days, the amount will be withheld from the Contractor and paid to the Owner from the next payment due the Contractor under the Agreement. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to a claim against the Performance Bond of the Contractor.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 ~~If~~ Provided the Contractor submits a written request for an extension not more than fourteen days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; litigation or mediation, as applicable; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. ~~determine~~ and the Owner agrees. Failure of the Contractor to submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. If the Contract time is subject to extension pursuant to this subparagraph, such extension shall be the exclusive remedy of the Contractor for delay and the Contractor shall not be entitled to recover damages from the Owner.

§ 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~~ precludes recovery of damages for delay by ~~either party~~ the Contractor under other provisions of the Contract Documents.

§ 8.3 DELAY DAMAGE CLAIMS

§ 8.4.1 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Contract Documents, the Owner shall be entitled to recover an damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

§ 8.4.2 In the event the Contractor is hindered in the commencement or progress of the Work by the Work or the lack thereof or another contractor on the Project and in the event the Contractor claims damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against any contractor(s) on the job site which caused the delay, and with regard to such claims asserted against the Contractor by any other contractor(s), the Contractor hereby waives the defense of absence of contractual privity and hereby assumes liability to other contractor(s) arising out of the Contractor's actions resulting in such delay and claim.

§ 8.4.3 In the event of any delay in the completion of the Contractor's Work or scheduling of the Contractor's Work, including the sequence of that Work which is attributable to the Owner, and if it is determined by a court of competent jurisdiction that the Owner is liable for such delay despite the other terms of this Contract barring any Owner liability for damages for delay, then the Owner shall be liable to the Contractor for liquidated damages in the amount of not to exceed One Hundred Dollars (\$100) per day, maximum, which shall include all of the Contractor's claims, including by way of example, delays, compressions of schedule, lost productivity, lost profits, lost opportunities, out of sequence work, overhead, crowding, tools, equipment, rentals, etc.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~ § 9.2.1 Before the first Application for Payment, the Contractor shall submit a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.2 The schedule of values shall be prepared in such manner that the value associated for each major item of work and each subcontracted item of work is shown with materials and labor indicated separately on AIA Document G702A Application and Certificate of Payment Continuation Sheet, or otherwise.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ~~ten~~ fifteen 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 values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application and Certificate for Payment shall be AIA Document G702 Application and Certification for Payment, supported by AIA Document G702A Continuation Sheet, unless otherwise agreed by the Owner. Applications for Payment are due to the office of the Construction Manager by the designated day of the month. Applications for Payment that are received after the specified date will not be processed until the following month.

§ 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. A request for payment of sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

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

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 9.3.1.4 The Contractor must provide copies of the insurance certificates, bonds, and the same for all of the Subcontractors prior to submitting the first Application for Payment.

§ 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. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site,
- .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.
- .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
- .5 Costs incurred by the Construction Manager and Architect to inspect material in off-site storage shall be paid by the Contractor.
- .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.

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.7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

§ 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not ~~remedied~~; remedied, or the Contractor in default on the Agreement;
- .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 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~~ Documents;
- .8 the Work not having progressed to the extent set forth in the Application for payment;
- .9 representations of the Contractor are untrue;
- .10 failing to conform to project schedule;
- .11 default in the performance of any obligation to Owner under another contract; or
- .12 failure to provide sufficiently skilled workers.

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

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

§ 9.5.4 If the Contractor disputes any determination by the Owner with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

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

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, material men, laborers or claimants relating to labor or material provided to the Contractor for which the Contractor has not provided a waiver of lien, in the event the Subcontractors, material men, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project such that, in the Owner's determination, progress of the Project and the Project's schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, material men, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.

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

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

§ 9.6.8 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantees or warranties required for the Contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantees or warranties.

§ 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 without justifiable basis under the Contract or these General Conditions (including, without limitation, receipt of the Architect's Certificate for Payment), 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 undisputed amount asserted by the Contractor in its Application for Payment or awarded by a court, then the Contractor may, upon 21 additional days' written notice to the Owner and Architect, stop the Work until payment of the undisputed 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 shut-down, 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 and when all required occupancy permits, if any, have been issued, 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, immediately. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Construction Manager and Architect a comprehensive list of items to be completed or corrected (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than thirty (30) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and the Contract Sum may be adjusted accordingly.

§ 9.8.7 The Contractor shall promptly notify the Construction Manager and Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Construction Manager and/or Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Construction Manager's and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to pay such costs out of retainage held by the Owner on the Contractor's contract.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect complete. The Contractor shall proceed with the work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

§ 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, upon in writing, 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.

§ 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents, shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment; (7) a general release executed by the Contractor on a form provided by the Architect, and (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such

form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and ~~reasonable-actual~~ attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents;
- .4 claims for indemnification;
- .5 claims about which the Owner has previously given notice to the Contractor; or
- .6 claims unknown to the Owner at the time of final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of ~~claims by that payee~~ all claims of the Contractor, except those previously made by the Contractor in writing and identified by ~~that payee~~ the Contractor as unsettled at the time of final Application for ~~Payment~~ Payment and specifically referenced as being an exception to the waiver contained in this section.

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

§ 10.1.2 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss. The Contractor shall make good any such damage, injury or loss at no cost to the Owner, except to the extent directly caused by agents or employees of the Owner. The Contractor shall adequately protect the Work and adjacent property as required by law, the Contract Documents, or as otherwise required, to cause no damage to the Work and adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the site require. The Contractor shall also provide recommendations and information to the Owner regarding: (1) the assignment of responsibilities for safety precautions and programs by the Subcontractors and responsibilities for safety precautions and programs by the subcontractors and the Owner for the safety of members of the Construction Team, the Owner, and the general public; (2) temporary facilities; and (3) equipment, materials and services for common use of Subcontractors. The Contractor shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 10.1.3 The Contractor is solely responsible to the Owner for health and safety at the Project site and, accordingly, shall be sole responsible for initiating, monitoring, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The foregoing does not relieve the Subcontractors of their responsibility to the Contractor for the safe performance of their Work in accordance with all Applicable Laws.

§ 10.1.4 The Contractor shall develop and implement a health and safety plan that complies with all applicable Laws covering all activities on the Project Site except those activities performed solely by the Owner. The Contractor shall provide the Owner a copy of such health and safety plan prior to commencement of Work. The Owner shall have no duty to review the plan and shall assume no duty by doing so. The plan shall be included in all bidding documents, and the requirements of the plan shall be applicable to all members of the Construction Team.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

§ 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.~~ take all reasonable safety precautions with respect to its Work and the work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers and their employees. The Contractor shall report in writing to the Architect any injury to any of to any of Contractor's or its' Subcontractors' employees at the site within one (1) day after the occurrence of such injury.

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall be solely and fully responsible for any and all damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

~~If either party-Contractor suffers injury or damage to person or property because of an act or omission of the other party-Owner, or of others for whose acts such party the Owner is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party-Owner 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.~~ Owner to investigate the matter. This provision shall be for investigative purposes only and shall not eliminate or reduce a party's obligation to pursue claims. The Contractor's failure to fully satisfy the requirements of this section shall be an irrevocable waiver of any claim arising out of such injury or damage. Injury or damage to persons or

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property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law.

§ 10.2.8.1 The Contractor causing damage to the Work of another Contractor shall be responsible for the repair and replacement of such damaged Work. Back charges shall be made against the Contract sum of the damaging Contractor when corrections are not made promptly.

§ 10.2.8.2 The Owner reserves the right to pay the Contractor originating the back charge from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.

§ 10.2.8.3 The Contractor originating back charges will determine the amount of the back charges in accordance with Article 7, Changes in the Work, in order to obtain the Architect's approval.

§ 10.2.9 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

§ 10.2.10 The Contractor acknowledges that the safety of the Owner's students, employees and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Without limiting the foregoing provisions, the Contractor shall comply with all laws applicable to students and/or school safety.

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the ~~Owner~~ Owner, in its discretion, 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~~ shall, as a courtesy, furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and ~~the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up to address shut-down, delay and start-up.~~

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

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~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances site. To the extent the Contract requires the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as part of the Agreement.~~

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

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

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this section will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 NOTIFICATION OF UTILITY COMPANIES

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify by certified mail with return receipt requested, the Registered Utility Protection Service of the utility company possibly affected by the planned work.

§ 10.5.2 The utility company should upon receipt of notice, stake, mark or otherwise designate the location (and depth) of its lines, or temporarily move the line(s).

§ 10.5.3 The Contractor shall immediately report to the respective utility company any break or leak in its lines or any dent, gouge, groove or other damage to the utility line or to its coating or cathodic protection made or discovered in the course of the Work.

§ 10.5.4 The Contractor shall immediately alert the Owner, Construction Manager, Architect and occupants of nearby premises of any and all emergencies caused or discovered in the utility line(s) in the course of the Work.

§ 10.6 SECURITY

§ 10.6.1 All members of the Construction Team shall cooperate with the Owner's security personnel and shall comply with all of the Owner's security requirements. Such requirements shall include, without limitation, if requested by the Owner, delivering to the Owner's security personnel, prior to the commencement of the Work on each day, a list of all personnel who will be permitted access to the Work. The foregoing, however, shall not relieve the Contractor of any obligation to provide a safe and secure workplace for all parties entering the Project Site.

§ 10.7 FIRE PROTECTION

§ 10.7.1 The Contractor shall maintain free access to the building areas for fire fighting equipment and shall at no time block off main roadways or fire aisle without providing adequate auxiliary roadways and means of entrance for fire fighting equipment, including heavy fire department trucks, where applicable.

§ 10.7.2 The Contractor shall at all times cooperate with the Owner and keep the municipal fire department informed of the means of entrance and changes to the roadways or fire aisles as needed to provide fire department access to or around to Project site.

§ 10.7.3 The Contractor shall, during the entire construction period and until the completion of the Work, provide and maintain all material, equipment and services necessary for an adequate fire protection system, which shall meet the

approval of the Owner and/or the Architect. The system shall, at a minimum, meet the requirements set forth in the Contract Documents and of Applicable Laws. These requirements shall be augmented and/or the installations relocated, as may be necessary to meet, at all times, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work with the written approval of the Owner and/or the Architect.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4** Claims for damages insured by usual personal injury liability coverage;
- .5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** Claims for bodily injury or property damage arising out of completed operations; and
- .8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18-3.18;
- .9** liability insurance shall include all major divisions of coverage and e on a comprehensive basis including:
 - .1** Premises' Operations (deleting X, C, or U exclusions);
 - .2** Owner's and Contractor's Protective;
 - .3** Products and Completion Operations;
 - .4** Contractual including specific for the Contractor's obligations under Section 3.18;
 - .5** Any auto; and
 - .6** Broad Form Property Damage, including Completed Operations; and
- .10** All bonds required by law, including bid bond, performance bond and payment bond.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be ~~canceled~~-canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor ~~with reasonable promptness~~-to the Owner and Architect no less than thirty (30) days prior to any reduction in coverage.

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

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as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 On all insurance contracts under which the Contractor is obligated to have its insurance company name the Owner as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance."

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The term "temporary building", as used in this section, shall not include job trailers or any party.

This policy will exclude any tools, equipment, scaffolding, glass breakage, etc. owned or rented by the Contractor or Subcontractors and material stored on the site but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Substantial Completion is established by the Architect/Engineer. The Contractor shall replace any Work if damaged before Substantial Completion. The contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, deductibles, and the Owner may recover such costs from the party causing the loss.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

~~§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

~~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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~Superior to any other term in this Agreement, any reference in the General Conditions to "waiver of subrogation" or such similar term are hereby deleted and shall be declared to no effect.~~

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such

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loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. ~~If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner ~~shall have the right to require hereby~~ requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder ~~as stipulated in bidding requirements or specifically required in the Contract Documents each in the penal sum of 1005 of the Contract Sum and in accordance with applicable law~~ on the date of execution of the Contract.

§ 11.4.2 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.

§ 11.4.3 The Contractor shall deliver copies of the Performance Bond and Payment Bond required by the Agreement to the Owner for to Contractor be pursuant to the Agreement. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

§ 11.4.4 If applicable and as permitted by the Owner/Construction Manager Agreement, bonds shall be executed by a responsible surety licensed in the state where the work is located with a Best's rating of no less than A, XII or better and shall remain in effect for a period of time established by Michigan law.

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, Time or Contract Sum.~~

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request with the Owner's consent to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. At the time Owner's consent is sought as described herein, the Architect shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.1.3 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor, under the Owner's control, in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

It is understood that the correction of work, either before or after Substantial Completion, shall occur without extension of the Construction Time, without increase in the Contract Sum, and without use of any contingency.

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§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

~~The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs If any portion of the Work is determined by the Owner or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the requirements therefor, the Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all 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.~~

~~work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damages to the owner made necessary thereby. The Owner shall have the right to charge the Contractor for any compensation payable for the Architect's or Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.~~

§ 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the 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 2.4.~~

~~§ 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.~~

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

~~§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a material breach, and the Owner may terminate the Contract. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense, and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Architect in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Architect, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Architect's fees for reinspections of 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. The acceptance of nonconforming Work by the Owner shall be by written Change Order signed by the Owner's authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 15.4, State of Michigan.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor. Wherever the Contract Documents require the Contractor to give "Notice" or "Timely Notice" to the Architect, Public Authority, and/or others, it shall be the Contractor's responsibility to furnish all such notices sufficiently in advance to allow the party receiving the notice reasonable time to react to such notice, including travel time on the job site as necessary, when such notices require the on-site presence of the Architect, Public Authority, their authorized representatives, or others for field observation of inspections, testing or approvals. Reasonable time shall be defined as no less than 24 hours plus normal travel time from the home office of the party being notified to the job site and must also accommodate known, standard, or reasonable processing periods.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Documents or applicable law, 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.

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

§ 13.7.1 The Owner shall commence all claims and causes of action in accordance with the applicable statutes of limitation applicable under Michigan law. The Contractor shall commence all claims and causes of action in accordance with the time frame stated in Sections 10.2.8 and 15.1.2 of these General Conditions.

§ 13.7.2 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner. Further, no claim by the Owner shall be deemed untimely if filed within six (6) years of such time frame.

§ 13.8 SURETY NOTICE AND PRIOR APPROVALS

Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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- .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;~~ Documents, subject to justifiable withholding of payment as described herein or in the contract documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly-refuses or fails to supply enough properly skilled workers or proper materials;~~ materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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;~~ Documents; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety;~~ three (3) days' written notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions:

- .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.

In the event the Contractor's surety bond requires notice of intent to declare a default of the Contractor and if such bond notice is provided by the Owner, such notice shall be adequate to satisfy the three (3) day written notice described above in this section.

§ 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 in pursuing termination and completion of the Work, including actual attorney and legal fees and costs, and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the ~~Contract~~-Contract, including but not limited to, additional sums, additional time for performance, or damages for delay. 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. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729. et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor which states that: "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 NOTICE OF CLAIMS

Claims by ~~either the Owner or Contractor~~ must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor must 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. Failure to

timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, including mediation and/or litigation, as applicable, 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 undisputed payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Project delay shall not be a basis for a Claim for additional cost. Delays may be remedied only through an extension of time per Section 15.1.5.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

~~§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given.~~ additional written notice as provided herein shall be given in addition to the general requirements for filing a claim. Failure to give such notice shall not be an irrevocable waiver of a claim for additional time. The Contractor's Claim shall include an estimate ~~of cost and~~ of probable effect of delay on progress of the ~~Work.~~ Work due to the increase in Contract Time sought. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.5.3 In the event the Contractor is delayed or hindered in the commencement or progress of the Work by the Work or lack of Work of another contractor or subcontractor on the Project and the Contractor claims monetary damages as a direct and proximate consequence thereof (including, but not limited to extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner and, as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against any contractor(s) and/or subcontractors on the job which caused the delay, and with regard to such claims asserted against the Contractor by any other contractor(s) and/or subcontractors the Contractor hereby waives the defense absence of contractual privity and hereby assumes liability to other contractor(s) and/or subcontractors arising out of the Contractor's actions or inactions resulting in such delay and claim. To the extent a claim for monetary damages is asserted against the Owner for delay of the Contractor, the Contractor shall indemnify, defend and hold harmless the Owner from all damages, costs and fees, including actual attorney fees, arising out of such a claim.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

~~The Contractor and Owner waive Claims against each other~~ waves Claims against the Owner 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; andbut is not limited to:~~

- ~~.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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 Regardless of any other provision in this document, the Contract, or the Contract Documents to the contrary, the Contractor shall not be entitled to damages or additional compensation from the Owner or Architect on account of delays caused by any persons or entities.

§ 15.1.8 Information pertaining to existing locations and configurations of existing structures, utilities and drains within existing buildings and structures and existing site utilities and drains both above and below grade have been obtained by the Owner and/or the Architect through survey and investigations, and are shown on the Drawings. This information has been gathered with reasonable care but is of a schematic nature and is not guaranteed for accuracy. The Contractor shall independently verify all information given prior to beginning the Work. The Contractor shall make careful investigation to establish the exact location of items indicated on the Drawings. The Contractor shall be responsible for all costs arising out of damage to such items or additional construction costs incurred because Contractor failed to verify said information.

§ 15.1.9 The Contractor bidding on the Work is responsible for visiting the site and determining all local conditions that may in any way affect its Work.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial ~~decision-interpretation~~. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~MakerMaker~~. Except for those Claims excluded by this Section 15.2.1, an ~~initial decision-initial~~interpretation shall be required as a condition precedent to mediation and/or litigation, of any Claim brought by the Contractor against the Owner, arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no ~~decision-interpretation~~ 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-interpret the Claim~~. Within ten (10) days a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its subcontractors, regardless of tier, and materialmen to do the same.

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

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

§ 15.2.5 The Initial Decision Maker will render an initial ~~decision-interpretations~~ approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial ~~decision-interpretation~~ 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 recommended 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. ~~interpretation~~ shall be subject to the parties' agreed-upon dispute resolution process.

~~§ 15.2.6~~ Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6-1.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.2.7~~ In the event of a Claim against the Contractor, the ~~Owner may, but is~~ Owner, Architect or Initial Decision Maker ~~may, but are 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~~ Owner, Architect or Initial Decision Maker ~~may, but are 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. Proceeding in such manner does not eliminate or reduce the Contractor's obligation to timely and properly file a claim as a condition precedent to mediation and/or litigation.

~~§ 15.2.9~~ Notwithstanding anything herein to the contrary, claims of the Owner shall be governed in accordance with the statute of limitations periods under Michigan law.

~~§ 15.3~~ MEDIATION

~~§ 15.3.1~~ ~~Claims, disputes, or other matters in controversy~~ Except as stated in this Agreement or otherwise agreed in writing by the parties, claims arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to ~~binding dispute resolution~~ the parties' agreed-upon dispute resolution process.

~~§ 15.3.2~~ The parties shall initially endeavor to resolve their Claims by non-binding 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 commencement of the parties' agreed-upon~~ dispute resolution proceedings but, in such event, mediation shall proceed in advance of ~~binding dispute resolution~~ such 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.~~

Either party may, in good faith, declare a mediation impasse and proceed with litigation after one full day of mediation.

~~§ 15.3.3~~ 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. 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

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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 ~~Either party, at its sole discretion, 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). Contractor further agrees to include similar dispute resolution provisions in all agreements with the independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar dispute resolution provisions in all agreements with all subconsultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation or litigation shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation, all applicable limitations period shall be tolled until the conclusion of that process.~~

With the exception of matters solely dealing with this Agreement, the Owner reserves the right in its discretion to require consolidation or joinder of any mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. With the exception of matters solely dealing with this Agreement, in the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions of this article shall be deemed to be void and nonexistent in the event Owner, in its discretion determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon.

~~§ 15.4.4.2 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Work sequence.
- E. Owner occupancy.
- F. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project comprises construction of a new water well and well house (complete) and includes new pressure system equipment and controls for both the new well and the existing well to remain.
- B. Perform Work of each Trade under separate stipulated sum Contract with Construction Manager in accordance with Conditions of Contract.
- C. Work of each separate Contract is identified in the Bid Divisions and on Drawings and in Specifications.

1.3 WORK BY OWNER – Not Used

1.4 OWNER SUPPLIED PRODUCTS – Not used

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Adjacent areas of the building may be occupied by the Owner during the duration of the Work. Contractor shall coordinate construction operations to avoid disruption of Owner's operations.
- C. Work areas shall be separated from student occupied areas by minimum 1 hour fire rated partitions. Where access is required through fire separations, Contractor shall provide and maintain minimum C-label (45 minute) fire-rated doors with self-closing and self-latching hardware.

- D. Where the Work requires construction on or outside the limits protected by fire separation assemblies, or in areas concurrent with student occupancy, Contractor shall limit construction operations to unoccupied time periods.
- E. Emergency Building Exits During Construction: Maintain required means of egress at all times during construction operations.
- F. Utility Outages and Shutdown: Required utility outages and shutdowns shall be coordinated and scheduled with the Owner.
- G. Vehicular access to the site is limited to existing paved or gravel drives and parking areas. Vehicular access with not be permitted across lawns or concrete sidewalks. Coordinate site and building access routes with Owner.

1.6 WORK SEQUENCE

- A. Construct Work in accordance with the project schedule and per the direction of the Construction Manager.

1.7 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.8 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. The Architect has endeavored to prepare Contract Documents without conflicts or inconsistencies, however it shall be recognized by the Contractor that conflicts and inconsistencies in the Drawings and Specifications may occasionally occur. As such, in case of a conflict or inconsistency in the Drawings or Specifications not brought to the Architects attention prior to Bidding and/or clarified by Addendum, the Contractor shall have deemed to include the higher quantity or quality of material, or more labor intensive or costly installation in the Bid.
- C. The Architect has endeavored to coordinate various aspects of the project in the preparation of the Contract Documents, however it shall be recognized by the Contractor that components of the work of any one trade may be identified at various locations throughout the Contract Documents. As such, the Contractor is responsible for the Work identified in the Contract Documents as a whole, irrespective of the specific locations of the information provided.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency allowances.
- C. Schedule of values.
- D. Applications for payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit Prices
- H. Alternates.

1.2 CASH ALLOWANCES – Not used

1.3 CONTINGENCY ALLOWANCES

- A. A Contingency Allowance has been established by the Owner.

1.4 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Construction Manager-Subcontractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and General Requirements as separate line items.
- D. Include in each line item, amount of Allowances specified in this section.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit one copy of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form. Submit a pencil copy to the attention of the Construction Manager by the 20th of each month for approval. Once approved forward a final copy by mail to the office of the Construction Manager.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.
- F. Submit a fully executed Sworn Statement indicating all monies owed as of the date of application.
- G. Submit waivers of lien for each subcontractor and supplier included on the sworn statement. Payment will not be released without verification of waivers for the full balance of the previous payment.
- H. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.
 - 3. Construction progress schedules.

1.6 CHANGE PROCEDURES

- A. The following procedures, as they apply, will flow from the Architect / Engineer, through the Construction Manager to the contractors and from the contractors to the Construction Manager.
- B. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- C. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- D. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.
- E. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.

- F. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- G. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- K. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: AIA G701 Change Order.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.

- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Take measurements and compute quantities. Architect/Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated in Bid Documents are for contract purposes only. Actual quantities provided shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
 - 2. When actual Work requires 10 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim for Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement Of Quantities:
 - 1. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 2. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- H. Unit Price Schedule:
 - 1. Water Well: Base bid is to include a new water well as indicated in the Drawings. Provide the cost per foot of well depth above or below the target depth provided. A change order will be issued for the difference in cost based on the actual water well depth.

1.9 ALTERNATES – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Periodic construction visits.
- G. Pre-installation meetings.
- H. Project Record Documents.
- I. Acceptance of Preceding Work.
- J. Cutting and patching.
- K. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown 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.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

- F. 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.

1.3 FIELD ENGINEERING

- A. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Construction Manager, and Subcontractor's.
- C. Agenda:
 1. Execution of Contracts.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING – Not used

1.6 PROGRESS MEETINGS

- A. The Construction Manager will schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. The Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Construction Manager's Project Manager and On-site Superintendent, Subcontractor's Project Manager and Job Superintendent, major suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
14. Coordination of work by Owner's Contractor with work of the General Contract.
15. Project Record Documents.

- E. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.7 PERIODIC CONSTRUCTION VISITS

- A. The Architect and Owner will visit the project site at maximum weekly intervals. The purpose of the visits will be to monitor the progress and quality of the work.
- B. The Construction Manager's Site Superintendent shall be available for meetings with the Architect and Owner.
- C. Agenda:
1. Review of Work in progress.
 2. Field observations, problems, and decisions.
 3. Identification of problems which impede planned progress.
 4. Maintenance of progress schedule.
 5. Corrective measures to regain projected schedules.
 6. Planned progress during succeeding work period.
 7. Maintenance of quality and work standards.
 8. Other business relating to Work.

1.8 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.9 PROJECT RECORD DOCUMENTS

- A. The Construction Manager shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Each Contractor shall be responsible to update the as built drawings on a weekly basis.

- B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operation, each Contractor(s) shall examine work performed by others to which their work adjoins or is applied and shall report to the Construction Manager any conditions that will prevent satisfactory accomplishment of their work.
- B. Failure to notify the Construction Manager of deficiencies or faults in preceding work will constitute acceptance thereof and waive of any claims to its usability.

3.2 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.3 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- L. Where change of plane of 1/4 inch or more occurs, request instructions from Architect/Engineer.
- M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.

1.2 SUBMITTAL PROCEDURES

- A. Prepare all submittals as per subsequent instructions below. Scan and transmit electronically to the attention of the Construction Manager. (jerrybrown@sugarconstruction.com).
- B. After submittals are electronically returned stamped approved by the architect make (4) hard copies with any required corrections and mail to the attention of the Construction Manager.
- C. Provide record copies required by governing authorities which are in addition to copies specified for submittal to Construction Manager.
- D. Identify Project, Contractor, subcontractor and supplier; product designated by name indicated in specifications, and specification section number, appropriate to submittal.
- E. 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 requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project. Coordinate submission of related items.

- G. For each submittal for review, allow 10 days excluding delivery time to and from Construction Manager. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner's completion schedule. Notify Construction Manager of long lead time items requiring expedited review.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- I. Allow space on submittals for Construction Manager and Architect/Engineer review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.
- M. Where specified below, retain one copy of each submittal to be turned over to the Owner as record documentation in accordance with Section 01 70 00.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 7 days after Notice to Proceed. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Utilize Contractor's standard computer-generated schedule format.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Indicate delivery dates for Owner furnished products.
- J. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect [including effect of changes on schedules of separate contractors].

1.4 PROPOSED PRODUCTS LIST - Not Used

1.5 PRODUCT DATA

- A. Product Data: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 SAMPLES

- A. Samples: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
 1. Submit to Construction Manager for review by Architect/Engineer for aesthetic, color, or finish selection.

2. Submit samples of finishes from full range of manufacturers' standard colors, including premium and/or custom colors where specified, textures, and patterns for Architect/Engineer selection.
 3. Architect will issue a schedule indicating colors and finishes selected. Construction Manager shall reproduce and distribute.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - D. Include identification on each sample, with full Project information.
 - E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain sample.
 - F. Samples will not be used for testing purposes unless specifically stated in specification section.
- 1.8 DESIGN DATA
- A. Submit to Construction Manager for Architect/Engineer's knowledge as contract administrator and for Owner.
 - B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- 1.9 TEST REPORTS
- A. Submit to Construction Manager for Architect/Engineer's knowledge as contract administrator and for Owner.
 - B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- 1.10 CERTIFICATES
- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Construction Manager for transmittal to Architect/Engineer, in quantities specified for Product Data.
 - B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.
- 1.11 MANUFACTURER'S INSTRUCTIONS
- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Construction Manager for delivery to Owner in quantities specified for Product Data.
 - B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports to Construction Manager for Architect/Engineer's benefit as contract administrator and for Owner.
- B. Submit report in duplicate within 2 days of observation to Construction Manager for transmittal to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings to Construction Manager for Architect/Engineer's benefit as contract administrator and for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mock-up requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Examination.
- I. Preparation.

1.2 QUALITY CONTROL AND 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. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer 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. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.

1.6 MOCK-UP REQUIREMENTS - Not Used

1.7 TESTING AND INSPECTION SERVICES

- A. Construction Manager will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Authority having jurisdiction.
 - 1. Laboratory: Authorized to operate in State of Michigan.
 - 2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

- D. Reports will be submitted by independent firm to Architect/Engineer, Construction Manager, Trade Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as non-compliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test samples of mixes submitted by Construction Manager and/or Trade Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Trade Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests required by Architect/Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Construction Manager, Trade Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not approve or accept any portion of the Work.
 - 3. Agency or laboratory may not assume duties of Trade Contractor.
- K. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify 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. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Telephone service.
 - 3. Temporary water service.
 - 4. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Fire prevention facilities.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Security.
 - 3. Dust control.
 - 4. Noise control.
 - 5. Pest control.

- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Permanent convenience receptacles may be utilized during construction.

- B. Owner will pay for cost of energy used. Exercise measures to conserve energy.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.4 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

1.5 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.6 FIELD OFFICES AND SHEDS

- A. Contractors shall provide suitable storage sheds for the storage of materials and equipment.
- B. Field office and sheds shall be located on paved parking areas in location approved by Owner. Contractors are responsible for restoration of any damage to site resulting from field office or sheds.

1.7 VEHICULAR ACCESS

- A. Maintain unimpeded access for emergency vehicles.
- B. Maintain access to fire hydrants and control valves free of obstructions.
- C. Use existing on-site roads for construction traffic.
- D. Vehicle access on sidewalks and stoops is prohibited. Where access to building requires crossing of sidewalks, provide load distribution mats to prevent damage.

1.8 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- E. Removal, Repair:
 - 1. Repair existing facilities damaged by use, to original condition.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in 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 spaces.
- 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 rubbish from site weekly and dispose off-site.

- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 FIRE PREVENTION FACILITIES

- A. Prohibit smoking in buildings or on site.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each stair on each floor of buildings under construction and demolition.
 - 2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
 - 3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

1.11 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barriers to separate construction areas from adjacent occupied areas.
- C. Provide barricades and covered walkways required by authorities having jurisdiction for public access to existing building.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.12 SECURITY

- A. Security Program:
 - 1. Protect Work from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner occupancy.

1.13 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.14 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.
- B. Limit construction operations that disrupt Owner's operation to unoccupied time periods.

1.15 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from entering facility.

1.16 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with an "Or Equal" provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an "or equal" provision will not be acknowledged. Acceptability of "or equal" Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.
- D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Data for materials and finishes.
- J. Data for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.
- M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit certification that the work is Substantially Complete and approved for occupancy by the Authority Having Jurisdiction.
- B. Submit to the Construction Manager a list of items remaining to be completed or corrected for final completion. Architect will utilize the Construction Manager's list as the basis for the final Punch List.
- C. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.
- D. Submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.

- E. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.
- F. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- G. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- H. Owner will occupy portions of buildings and sites as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
- B. Demonstrate Project equipment and instructed by qualified manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.6 TESTING, ADJUSTING AND BALANCING – Not Used

1.7 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped areas.

1.8 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, not less than weekly.
- 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.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- C. Submit two sets of revised final volumes in final form with claim for Final Application for Payment.
- D. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- E. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- G. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.

- b. Certificates.
- c. Photocopies of warranties and bonds.

1.10 DATA FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental 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. Include recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification sections.
- E. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.11 DATA FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Include servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

- J. Include control diagrams by controls manufacturer as installed.
- K. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- O. Additional Requirements: As specified in individual product specification sections.
- P. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS – Not Used

1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten 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 ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 02 41 16
STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated structures.
 - 2. Demolishing designated foundations.
 - 3. Demolishing designated slabs-on-grade.
 - 4. Demolishing designated utilities.
 - 5. Removing designated items for reuse and Owner's retention.
 - 6. Protecting items designated to remain.
 - 7. Removing demolished materials.

- B. Related Sections:
 - 1. Section 31 05 16 – Aggregates for Earthwork.
 - 2. Section 31 23 23 –Fill: Filling excavations following demolition.

1.2 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of any capped utilities, subsurface obstructions, or any other items not removed as part of structure demolition.

- B. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.

- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.

- C. Obtain required permits from authorities having jurisdiction.

1.4 PROJECT CONDITIONS

- A. Buildings indicated to be demolished will be vacated before start of Work.

- B. Owner assumes no responsibility for actual condition of buildings to be demolished.

- C. Notify Architect/Engineer upon discovery of hazardous materials.

- D. Do not sell demolished materials on-site.

PART 2 PRODUCTS

Not Used.

2.1 FILL MATERIALS

- A. Fill Material: Soil Type A1 as specified in Section 31 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.
 - 1. Identify measures required to protect buildings from damage.
 - 2. Identify remedial work including patching, repairing, bracing, and other work required to leave buildings indicated to remain in structurally sound and weathertight and watertight condition.
- D. Verify hazardous material abatement is complete before beginning demolition.

3.2 PREPARATION

- A. Call Local Utility Line Information service not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Notify affected utility companies before starting work and comply with utility's requirements.
- C. Do not close or obstruct roadways without permits.
- D. Coordinate closure or obstruction of site driveways, parking areas, sidewalks and adjacent building exits with Owner.
- E. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- F. Protect existing landscaping materials, trees, appurtenances, structures, and improvements indicated to remain.

3.3 DEMOLITION REQUIREMENTS

- A. Use of explosives is not permitted.
- B. Conduct demolition to minimize interference with adjacent structures and occupancies.
- C. Cease operations immediately when adjacent structures appear to be in danger. Notify Architect/Engineer. Do not resume operations until directed.
- D. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain protected egress and access from adjacent structures at all times that adjacent structures are occupied.
- E. Sprinkle Work with water to minimize dust. Provide hoses and water connections as required for this purpose.

3.4 DEMOLITION

- A. Disconnect, and remove designated utilities to as indicated. Identify utilities at termination of demolition. Record termination or capped location on Record Documents.
- B. Remove foundation walls and footings.
- C. Remove concrete slabs-on-grade.
- D. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect in accordance with Division 1 requirements
- E. Backfill open pits and holes resulting from demolition, in accordance with Section 31 23 23.
- F. Rough grade and compact areas affected by demolition to accommodate subsequent construction operations.
- G. Continuously clean-up and remove demolished materials from site. Do not allow materials to accumulate in building or on site.
- H. Do not burn or bury materials on site. Leave site in clean condition.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
 - 1. Building footings and slabs on grade.
 - 2. Site Concrete.

- B. Related Sections:
 - 1. Section 32 13 13 – Concrete Paving.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 305 - Hot Weather Concreting.
 - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 - 4. ACI 318 - Building Code Requirements for Structural Concrete.

- B. ASTM International:
 - 1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 5. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 - 6. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 7. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 8. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 9. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 10. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
 - 11. ASTM C595 – Standard Specifications for Blended Hydraulic Cements.
 - 12. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - 13. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
 - 14. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
 - 15. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
 - 16. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

17. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
18. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

- A. Design Data:
 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
 2. Identify mix ingredients and proportions, including admixtures.
- B. Shop Drawings: Submit reinforcing steel Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Product Data: Submit data on concrete admixtures, accessories.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 318.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

1.7 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Form Materials: At discretion of Contractor.

2.2 PREFABRICATED FORMS

- A. Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, sizes as indicated on Drawings.
 - 1. Manufacturers:
 - a. Sonoco Products Co. Model Sonotube.
 - b. Substitutions: Or equal.

2.3 FORMWORK ACCESSORIES

- A. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.

2.4 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars, uncoated finish.
- B. Welded Plain Wire Fabric: ASTM A185/A185M; in flat sheets; unfinished.

2.5 ACCESSORY REINFORCEMENT MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom.

2.6 REINFORCEMENT FABRICATION

- A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice.
- B. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- C. Form ties and stirrups from the following:
 - 1. For bars No. 10 and Smaller: No. 3 deformed bars.
 - 2. For bars No. 11 and Larger: No. 4 deformed bars.
- D. Weld reinforcement in accordance with AWS D1.4.
- E. Locate reinforcement splices not indicated on Drawings, at point of minimum stress.

2.7 CONCRETE MATERIALS

- A. Cement: ASTM C595, Type II.
- B. Normal Weight Aggregates: ASTM C33.
 - 1. Fine aggregate: size 2NS; clean, sharp, natural sand free from loam, clay lumps, or other deleterious substances.
 - 2. Coarse Aggregate Maximum Size: In accordance with ACI 318.
 - 3. Aggregate shall be clean, uncoated, crushed stone, processed from natural rock or stone containing no clay, mud, loam, or foreign matter.

C. Water: ACI 318; potable.

2.8 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494/C494M.
- C. Fly Ash and Calcined Pozzolan: ASTM C618 Class F.
- D. Plasticizing: ASTM C1017/C1017M.

2.9 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick x full depth of slab.

2.10 CONCRETE MIX

- A. Select proportions for concrete in accordance with ACI 318 trial mixtures, field experience, or both.
- B. Concrete TYPE A:

Material and Property	Measurement
Compressive Strength (28 day)	3,500 psi
Cement Content (minimum)	517 pounds/cu yd
Aggregate Type	Normal weight
Water-Cement Ratio (maximum)	.45 by weight
Air Content	4 to 7 percent where exposed to freeze-thaw or de-icing chemicals per ACI 318 based upon maximum aggregate size.
Fly Ash Content:	20 percent of cementitious materials by weight, maximum
Slump	4 inches plus or minus 1 inch

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect.
 1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
 2. Do not use calcium chloride nor admixtures containing calcium chloride.
 3. Use set retarding admixtures during hot weather.

4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing or deicing chemicals.
5. For concrete exposed to deicing chemicals, limit fly ash, pozzolans, silica fume, and slag content as required by applicable code.

D. Average Compressive Strength Reduction: Not permitted.

E. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M.

2.11 COMPOUNDS - HARDENERS AND SEALERS

A. Chemical Hardener: liquid type.

1. Manufacturers:

- a. Curecrete Chemical Company Model Ashford Formula.
- b. Substitutions: Not permitted.

PART 3 EXECUTION

3.1 EXAMINATION – FORMWORK

- A. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- B. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

3.2 INSTALLATION – FORMWORK

A. Earth Forms:

1. Earth forms are not permitted.

B. Formwork - General:

1. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
2. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

D. Do not reuse wood formwork for concrete surfaces to be exposed to view after surface defects begin to appear. Do not patch formwork.

3.3 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Locate and set in place items required to be cast directly into concrete.

B. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

- C. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- D. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- E. Embedded Items:
 - 1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
 - 2. Do not embed wood or uncoated aluminum in concrete.
 - 3. Obtain installation and setting information for embedded items furnished under other Specification sections.
 - 4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
 - 5. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations.
- F. Screeds:
 - 1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
 - 2. Slope slabs to drain where required or as shown on Drawings.
 - 3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

3.4 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Leave forms in place for minimum number of days as specified in ACI 347.

3.5 REINFORCEMENT PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
 - 1. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.
- B. Accommodate placement of formed openings.
- C. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
 - 1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- D. Maintain concrete cover around reinforcement in accordance with ACI 318 as follows:
 - 1. Concrete cast against earth: 3 inches.
 - 2. Formed concrete surfaces exposed to earth, weather or water: 2 inches.
 - 3. Formed concrete surfaces of walls, beams and columns not exposed to earth, weather or water: 1-1/2 inches.
 - 4. Slabs exposed to earth, weather or water: 1-1/2 inches.
 - 5. Slabs not exposed to earth, weather or water: 1 inch.

E. Splice reinforcing at points of minimum stress. Splicing of bars shall be in accordance with ACI 318.

F. Bond and ground reinforcement.

3.6 EXAMINATION – CONCRETE PLACEMENT

A. Verify requirements for concrete cover over reinforcement.

B. Verify reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.7 PREPARATION – CONCRETE PLACEMENT

A. Remove debris from reinforcement, and concrete substrates.

B. Remove water from areas receiving concrete before concrete is placed.

3.8 PLACING CONCRETE

A. Place concrete in accordance with ACI 318.

B. Notify testing laboratory minimum three (3) business days prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.

D. Separate slabs on grade from vertical surfaces with joint filler as scheduled. Do not separate slabs from cold joints in existing concrete to be doweled together.

E. Deposit concrete at final position. Prevent segregation of mix.

F. Place concrete in continuous operation for each panel or section determined by predetermined joints.

G. Consolidate concrete.

H. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

I. Place concrete continuously between predetermined joints.

J. Do not interrupt successive placement; do not permit cold joints to occur.

K. Saw cut pattern indicated. Where patching existing slabs, extend existing control joints through new concrete.

L. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

M. Screed floors and slabs on grade level, maintaining surface flatness of Ff of 20.

3.9 CONCRETE FINISHING

- A. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
- B. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1.
- C. Lightly hand or machine tool edges. Assure that edges are not depressed or chattered along bulkheads, formed edges, columns, and penetrations.

3.10 FLOOR TOLERANCES

- A. Measure for FF and FL tolerances for floors in accordance with ASTM E1155, within 48 hours after slab installation.
- B. Finish concrete to achieve the following tolerances:
 - 1. Exposed to view and foot traffic in public areas: F(F) 35 and F(L) 25.

3.11 FLOOR SURFACE TREATMENT

- A. Apply liquid hardener on concrete floor surfaces.

3.12 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 - 1. Protect concrete footings from freezing for minimum 7 days.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.13 FIELD QUALITY CONTROL - CONCRETE

- A. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Reinforcement Inspection:
 - 1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
- D. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
- E. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- F. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.

3. Sample concrete and make one set of three cylinders for every 50 cu yds or less of each class of concrete placed. At a minimum, provide one set of cylinders for concrete footings, one set of cylinders for concrete pier foundations, and one set of cylinders for concrete sidewalks and paving.
4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
5. Make one additional cylinder during cold weather concreting, and field cure.

G. Field Testing:

1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C231.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump, and temperature for each concrete load at point of delivery.
5. Measure air content in air entrained concrete for each concrete load at point of delivery.

H. Cylinder Compressive Strength Testing:

1. Test Method: ASTM C39/C39M.
2. Test Acceptance: In accordance with ACI 318.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.

I. Core Compressive Strength Testing:

1. Sampling and Testing Procedures: ASTM C42/C42M.
2. Test Acceptance: In accordance with ACI 318.
3. Drill three cores for each failed strength test from concrete represented by failed strength test.

- J. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.14 PATCHING

- A. Allow Architect to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect upon discovery.
- C. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, but only when acceptable to Architect.
 1. Cut out honeycomb, rock pockets, voids over 1/2 inch diameter, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar, thoroughly clean, dampen with water, and brush-coat the area to be patched with neat cement grout. Proprietary patching compounds may be used when acceptable to the Architect.
 2. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color of surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surfaces.

- D. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, and holes left by tie rods and bolts; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning.
1. Repair concealed formed surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete.
- E. Repair of unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.
1. Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects, as such, include crazing, cracks, in excess of 0.01 inch wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
 2. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
 3. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.
 4. Repair defective areas, except random cracks and single holes not exceeding one inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance. Dampen concrete surfaces in contact with patching concrete and brush with a neat cement grout coating or concrete bonding agent. Place patching concrete before grout takes its initial set. Mix patching concrete of same materials to provide concrete of the same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
 5. Repair isolated random cracks and single holes not over one inch in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with neat cement grout coating. Place dry-pack before cement grout takes its initial set. Mix dry-pack before cement grout takes its initial set. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate using a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched areas continuously moist for not less than 72 hours.

3.15 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Architect.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.16 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Concrete for Building Foundations: Type A, non-air entrained.
- B. Concrete for floor slabs-on-grade: TYPE A, non-air entrained; chemical hardener after finishing.
- C. Concrete for concrete paving: TYPE A, air entrained.

END OF SECTION

SECTION 04 20 00

UNIT MASONRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes concrete masonry units, reinforcing, masonry mortar and grout.

1.2 REFERENCES

- A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
 2. ACI 530.1 - Specifications for Masonry Structures.
- B. ASTM International:
1. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 2. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 3. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 4. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
 5. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
 6. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 7. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 8. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement.
 9. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 10. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
 11. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
 12. ASTM C34 - Standard Specification for Structural Clay Load-Bearing Wall Tile.
 13. ASTM C55 - Standard Specification for Concrete Brick.
 14. ASTM C56 - Standard Specification for Structural Clay Non-Load-Bearing Tile.
 15. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
 16. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
 17. ASTM C73 - Standard Specification for Calcium Silicate Face Brick (Sand-Lime Brick).
 18. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
 19. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
 20. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
 21. ASTM C140 - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.

22. ASTM C212 - Standard Specification for Structural Clay Facing Tile.
23. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
24. ASTM C315 - Standard Specification for Clay Flue Linings.
25. ASTM C530 - Standard Specification for Structural Clay Non-Loadbearing Screen Tile.
26. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
27. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
28. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
29. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
30. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.
31. ASTM C1405 - Standard Specification for Glazed Brick (Single Fired, Brick Units).
32. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
33. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
34. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 PERFORMANCE REQUIREMENTS

- A. Concrete Masonry Compressive Strength (f'm): **2,000 psi**; determined by unit strength method.
 1. Concrete Masonry Units: **2,800 psi** minimum net area compressive strength.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal requirements.
- B. Product Data:
 1. Submit data for masonry units.
 2. Submit data for premix mortar and grout.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 Building Code Requirements for Masonry Structures and ACI 530.1 Specification for Masonry Structures.

1.6 QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Accept units on site. Inspect for damage.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.
- C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. Hollow Concrete Masonry Units (CMU) for Below Grade Applications: ASTM C90; normal weight.
 - 1. Concrete Masonry Unit Size and Shape: Nominal modular size of 8 x 8 x 16 inches. Furnish special units for 90 degree corners.

2.2 ACCESSORIES

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars, uncoated finish.

2.3 MORTAR AND GROUT

- A. Pre-packaged Mortar and Grout Mixes: ASTM C387/387M; as manufactured by Spec Mix or equal. Mix and install pre-packaged mortar and grout mixes in accordance with manufactures instructions.
- B. Mortar Mixes:
 - 1. Mortar For Structural Masonry and Masonry in contact with earth: ASTM C270, Type M using Property specification.
- C. Mortar Mixing:
 - 1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
 - 2. Achieve uniformly damp sand immediately before mixing process.
 - 3. Re-temper only within two hours of mixing.
- D. Grout Mixes:
 - 1. Grout for Filled Masonry:
 - a. 2,000 psi minimum strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 for Fine and Coarse grout.
 - 2. Application:
 - a. Coarse Grout: For grouting spaces with minimum 4 inches dimension in every direction.
 - b. Fine Grout: For grouting other spaces.
- E. Grout Mixing:

1. Transit mix grout in accordance with ASTM C94/C94M, modified to use ingredients complying with ASTM C476.
2. Site Mixed Grout: Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: coordination and project conditions.
- B. Verify field conditions are acceptable and are ready to receive work.
- C. Verify items provided by other sections of work are properly sized and located.
- D. Verify built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied to other sections.
- B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

3.3 INSTALLATION

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.
- C. Coursing of Concrete Masonry Units:
 1. Bond: Running.
 2. Coursing: One unit and one mortar joint to equal 8 inches.
 3. Mortar Joints: Concave.
- D. Placing And Bonding:
 1. Lay hollow masonry units with face shell bedding on head and bed joints.
 2. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
 3. Remove excess mortar as work progresses.
 4. Interlock external corners.
 5. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
 6. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- E. Grouted Components:
 1. Support and secure reinforcing bars from displacement.
 2. Place and consolidate grout fill without displacing reinforcing.
 - a. Grout masonry foundations solid.

- F. Reinforced Masonry:
 - 1. Lay masonry units with core vertically aligned and clear of mortar and unobstructed.
 - 2. Place reinforcement bars as indicated on Drawings.
 - 3. Support and secure reinforcement from displacement.
 - 4. Place and consolidate grout fill without displacing reinforcing.
 - 5. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.
- G. Cutting And Fitting:
 - 1. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
 - 2. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.4 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation From Alignment of Columns or Pilasters: 1/4 inch.
- C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.
- I. Maximum Variation for Steel Reinforcement:
 - 1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
 - 2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
 - 3. Plus or minus 1 inch when distance is between 8 and 24 inches.
 - 4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.
 - 5. Plus or minus 2 inches from location along face of wall.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

3.6 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Remove excess mortar and mortar smears as work progresses.
- C. Replace defective mortar. Match adjacent work.

- D. Clean soiled surfaces with cleaning solution.
- E. Use non-metallic tools in cleaning operations.

3.7 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect exposed external corners subject to damage.
- C. Protect base of walls from mud and mortar splatter.
- D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.
- E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes structural framing; wall, and roof sheathing; preservative treatment of wood; and miscellaneous framing.
- B. Related Sections:
 - 1. Section 06 17 53: Shop Fabricated Wood Trusses.

1.2 REFERENCES

- A. American Wood-Preservers' Association:
 - 1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
 - 2. AWPA U1 - Use Category System: User Specification for Treated Wood.
- B. ASTM International:
 - 1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 4. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 5. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- C. National Lumber Grades Authority:
 - 1. NLGA - Standard Grading Rules for Canadian Lumber.
- D. Northeastern Lumber Manufacturers Association:
 - 1. NELMA - Standard Grading Rules for Northeastern Lumber.
- E. Southern Pine Inspection Bureau:
 - 1. SPIB - Standard Grading Rules for Southern Pine Lumber.
- F. U.S. Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
 - 2. DOC PS 20 - American Softwood Lumber Standard.
- G. West Coast Lumber Inspection Bureau:
 - 1. WCLIB - Standard Grading Rules for West Coast Lumber.
- H. Western Wood Products Association:
 - 1. WWPA G-5 - Western Lumber Grading Rules.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:

1. Lumber Grading Agency: Certified by DOC PS 20.
 2. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
 3. Lumber: DOC PS 20.
 4. Wood Structural Panels: DOC PS 2.
- B. Apply label from agency approved by authority having jurisdiction to identify each preservative treated material.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: NLGA.
- B. Post Framing: (4x4 through 8x8): SYP species, #2 grade or better, 19 percent maximum moisture content, pressure preservative treated.
- C. Beam Framing (2x6 through 4x16): SPF species, #2 grade or better, 19 percent maximum moisture content.
- D. Non-structural Light Framing: SPF species, #2 grade or better, 19 percent maximum moisture content.
- E. Miscellaneous Framing: SPF species, #2 grade or better, 19 percent maximum moisture content.

2.2 SHEATHING MATERIALS

- A. Wood Structural Panel Roof Sheathing: EWA Rated Sheathing; Oriented Strand Board; Exposure Durability 1; unsanded.
- B. Wood Structural Panel Wall Sheathing: EWA Rated Sheathing, Oriented Strand Board; Exposure Durability 1; unsanded.

2.3 SHEATHING LOCATIONS

- A. Sloped Roof Sheathing: 19/32 inch thick, Span Rating 40/20, 48 x 96 inch sized sheets, tongue and groove edges.
- B. Above Grade Wall Sheathing: 15/32 inch thick, Span Rating 32/16, 48 x 96 inch sized sheets, square edges, preservative treated when installed within 8 inches of exposed exterior grade.

2.4 ACCESSORIES

- A. Fasteners and Anchors:
 1. Fasteners: ASTM A153/A153M, hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
- B. Structural Framing Connectors: Hot dipped galvanized steel, sized to suit framing conditions.

- C. Sill Gasket on top of foundation wall: ¼ inch thick, plate width, closed cell polyethylene foam from continuous rolls.
- D. Anchor Bolts: ASTM A307; Grade A threaded rod, epoxy anchored into predrilled holes.
- E. Anchoring Adhesive: Hilti HIT-RE 100 epoxy Anchor, or equal.

2.5 FACTORY WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWPA U1, Commodity Specification A-Sawn Products or F-Wood Composites using water-borne preservative.
- B. Moisture Content After Treatment: Redried.
 - 1. Lumber: Maximum 19 percent.
 - 2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Fasten framing in accordance with applicable code.
- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- D. Place horizontal members, crown side up.
- E. Construct load bearing framing members full length without splices.
- F. Double members at openings over 16 inches wide. Space short studs over and under opening to stud spacing.
- G. Place sill gasket directly on cementitious foundation at perimeter exterior walls.
- H. Coordinate installation of shop-fabricated wood trusses.

3.2 SHEATHING

- A. Fasten sheathing in accordance with applicable code.
- B. Secure roof sheathing with longer edge (strength axis) perpendicular to framing members and with ends staggered and sheet ends over bearing.
- C. Fully engage tongue and groove edges.
- D. Secure wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered.

3.3 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Framing Members: 1/4 inch from indicated position, maximum.

END OF SECTION

SECTION 06 17 53

SHOP-FABRICATED WOOD TRUSSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes shop fabricated wood trusses for roof framing; bridging, bracing, and anchorage.
- B. Related Sections:
 - 1. Section 06 10 00 - Rough Carpentry.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 - 3. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
 - 4. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
 - 5. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 6. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 7. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- B. National Lumber Grades Authority:
 - 1. NLGA - Standard Grading Rules for Canadian Lumber.
- C. The Redwood Inspection Service:
 - 1. RIS - Standard Specifications for Grades of California Redwood Lumber.
- D. Southern Pine Inspection Bureau:
 - 1. SPIB - Standard Grading Rules for Southern Pine Lumber.
- E. Truss Plate Institute:
 - 1. TPI 1 - National Design Standard for Metal Plate Connected Wood Truss Construction.
- F. U. S Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
 - 2. DOC PS 20 - American Softwood Lumber Standard.
- G. West Coast Lumber Inspection Bureau:
 - 1. WCLIB - Standard Grading Rules for West Coast Lumber.
- H. Western Wood Products Association:
 - 1. WWPA G-5 - Western Lumber Grading Rules.

1.3 DESIGN REQUIREMENTS

- A. Design for roof Live and Dead Loads indicated on Drawings with a deflection limit of 1/240 of span.
- B. Design trusses for maximum bearing pressure of 425 psi.
- C. Design trusses under supervision of a Professional Structural Engineer licensed in the State of Michigan.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate sizes and spacing of trusses and associated components, web and chord sizes, plate sizes, structural connectors, bearing surface area requirements, loads and truss cambers, framed openings, locations for temporary and permanent bridging and bracing.
- C. Submit design calculations bearing the seal of the Supervising Professional Structural Engineer.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. Lumber Grading Agency: Certified by DOC PS 20.
 - 2. Lumber: DOC PS 20.
- B. Truss Design, Fabrication, and Installation: In accordance with TPI 1.

1.6 QUALIFICATIONS

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

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Store truss depth in vertical position resting on intermittent bearing pads.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide trusses fabricated with metal connector plates of one of the following:
 - 1. Letherer Truss and Wall Systems.
 - 2. Michigan Timber and Truss.
 - 3. Mid Michigan Truss & Components.
 - 4. Bear Truss.
 - 5. Truss Technologies.

6. Midwest Manufacturing.
7. Wendricks Truss
8. Substitutions, or Equal.

2.2 MATERIALS

- A. Lumber Grading Rules: NLGA, SPIB, WCLIB, or WWPA G-5 as applicable.
- B. Wood Members: Any species graded under NLGA, SPIB, WWPA or WWPA; grade specified by Truss Designer; 19 percent maximum and 7 percent minimum moisture content.
- C. Steel Plate Connectors: TPI 1, Section 6; hot dip galvanized; die stamped with integral teeth; minimum coated metal thickness indicated, but not less than 0.036 inch thick.
- D. Truss Bridging: Type, size and spacing recommended by truss manufacturer.

2.3 ACCESSORIES

- A. Wood Blocking, and Framing for Openings: In accordance with Section 06 10 00.
- B. Fasteners and Anchors:
 1. Fasteners: ASTM A153/A153M, hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
 2. Nails: ASTM F1667.

2.4 FABRICATION

- A. Wood truss fabrication shall comply with TPI-1 "National Design Standard for Metal Plate Connected Wood Truss Construction".
- B. Fabricate trusses to achieve structural requirements specified.
- C. Cut wood members to accurate length, angles, and sizes to produce close fitting joints with wood to wood bearing in assembled units.
- D. Fabricate metal connector plates to size, configuration, thickness and anchorage details required for types of joint truss designs indicate.
- E. Assemble truss members in design configuration indicated using jigs or other means to ensure uniformity and accuracy of assembly with close fitting joints. Position members to produce design camber indicated.
- F. Connect members by metal connector plates accurately located and securely fastened to each side of wood members.
- G. Fabricate bottom and top chord extensions as indicated on Drawings.
- H. Frame special sized openings in web framing as indicated on Drawings.

2.5 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Inspect Work performed at fabricator's facility to verify conformance to Contract Documents.
- C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
 - 1. Specified shop inspections are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify supports and openings are ready to receive trusses.

3.2 PREPARATION

- A. Coordinate placement of bearing and support items.

3.3 ERECTION

- A. Do not install damaged trusses, or trusses with damaged web or chord members, or with loose metal connecting plates.
- B. Erect trusses in accordance with manufacturer's instructions and TPI recommendations.
- C. Set members level and plumb, in correct position.
- D. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure plumb, and in alignment until completion of erection and installation of permanent bracing.
- E. During entire construction period, Contractors shall provide means of adequate distribution of concentrated loads so that the safe loading capacity of any single truss is not exceeded.
- F. Do not field cut or alter truss members without approval of the Truss Designer and Architect/Engineer of Record. Trusses that are cut, notched or otherwise altered shall be repaired as directed by the Truss Designer at the Contractor's expense.
- G. Exercise care during erection to minimize out-of-plane bending.
- H. Anchor trusses at each bearing location using connectors indicated in Drawings or as specified by Truss Designer.
- I. Do not anchor trusses directly to top plate of non-bearing partitions. Install designated slip connector between non-bearing partitions and trusses.
- J. Frame openings between trusses with lumber in accordance with Section 06 10 00.

- K. Install permanent bracing to enable trusses to maintain design spacing and position, withstand specified live and dead loads including lateral loads, and to comply with other indicated requirements.
 - 1. Roof Trusses: At a minimum, install pairs of 2x4 chevron bracing at maximum 20 foot intervals at all truss compression webs requiring permanent lateral bracing. Chevron bracing shall be installed in the plane of the webs and nailed to each web member with two sixteen penny nails minimum. Chevron bracing angle shall be approximately 45 degrees in the plane of the web and shall be in addition to continuous lateral bracing. Alternatively, Contractor may install T or L bracing in lieu of continuous lateral and chevron bracing on any member requiring bracing. T or L bracing shall be installed in accordance with BCSI recommendation.
- L. Coordinate installation of sheathing with work of this Section.

3.4 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Framing Members: 1/2 inch maximum, from indicated position.
- C. Trusses: 1/4 inch maximum from true position, 1/4 inch maximum from plumb.

END OF SECTION

SECTION 07 21 13

BOARD INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes rigid board insulation below floor slab.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - 2. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

- A. Product Data: Submit data on product characteristics, performance criteria, limitations, and adhesives.

1.4 QUALITY ASSURANCE

- A. Insulation Installed in Concealed Locations Surface Burning Characteristics:
 - 1. Foam Plastic Insulation: Maximum 75/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- B. Apply label from agency approved by authority having jurisdiction to identify each foam plastic insulation board.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Extruded Polystyrene Insulation:
 - 1. Dow Chemical
 - 2. UC Industries/Owens Corning
 - 3. Or equal.

2.2 COMPONENTS

- A. Extruded Polystyrene Insulation: ASTM C578 Type IV; conforming to the following:
 - 1. Board Size: 48 x 96 inch.
 - 2. Board Thickness: As indicated on Drawings.
 - 3. Thermal Resistance: R of 5.0 per inch of thickness.
 - 4. Water Absorption: In accordance with ASTM D2842; 0.3 percent by volume maximum.
 - 5. Compressive Strength: Minimum 25 psi.
 - 6. Board Edges: Square edges.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate, adjacent materials, and insulation boards are dry and ready to receive insulation and adhesive.
- B. Verify substrate surface is compacted, flat, free of irregularities, materials or debris preventing full contact with base.

3.2 INSTALLATION - UNDERSLAB

- A. Install boards on grade horizontally.
 - 1. Place boards in method to maximize contact bedding.
 - 2. Butt edges and ends tight to adjacent board and to protrusions.
- B. Cut and fit insulation tight to protrusions or interruptions to insulation plane.

3.3 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit damage to insulation prior to covering.

END OF SECTION

SECTION 07 21 16

BLANKET INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes batt insulation and vapor retarder in exterior wall and roof construction; and batt insulation for filling perimeter window and door shim spaces.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
 - 2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
 - 4. ASTM E970 - Standard Test Method for Critical Radiant Flux of Exposed Attic Floor Insulation Using a Radiant Heat Energy Source.

1.3 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96/E96M.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on product characteristics, performance criteria, and limitations.

1.5 QUALITY ASSURANCE

- A. Insulation Installed in Concealed Locations Surface Burning Characteristics:
 - 1. Batt Insulation: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

PART 2 PRODUCTS

2.1 BATT INSULATION

- A. Manufacturers:
 - 1. Owens Corning Fiberglas
 - 2. Or equal.

2.2 COMPONENTS

- A. Batt Insulation: ASTM C665; preformed glass fiber roll; conforming to the following:
 - 1. Thermal Resistance: R of 3.75 per inch of thickness.

- 2. Facing: Faced on one side with asphalt treated mesh reinforced Kraft paper.
- B. Staples: Steel wire; type and size to suit application.
- C. Tape: Polyethylene self-adhering type, 2 inch wide.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate, adjacent materials, and insulation are dry and ready to receive insulation.

3.2 INSTALLATION

- A. Install in exterior walls and roof spaces without gaps or voids. Do not compress insulation.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Insulate miscellaneous gaps and voids around door and window frames with cut pieces and cover with vapor retarder.
- D. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within plane of insulation.
- E. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Staple facing flanges in place at maximum 6 inches oc.
- G. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.

3.3 SCHEDULES

- A. Ceiling Insulation: R19 batt, faced.
- B. Wall Insulation: R19 roll, faced.

END OF SECTION

SECTION 07 31 13

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayment
- B. Related Sections:
 - 1. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.2 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 2. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - 3. ASTM D2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 - 4. ASTM D3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
 - 6. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 7. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - 8. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- B. National Roofing Contractors Association:
 - 1. NRCA - The NRCA Steep Roofing Manual.
- C. Sheet Metal and Air Conditioning Contractors:
 - 1. SMACNA - Architectural Sheet Metal Manual.
- D. Underwriters Laboratories Inc.:
 - 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit samples of each shingle color indicating color range and finish texture/pattern; for color and texture selection.

1.4 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.

- B. Furnish fifty year manufacturer warranty period for asphalt shingles.
- C. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect in the first ten years after completion of installation of shingles.

1.5 EXTRA MATERIALS

- A. Section 01 70 00 – Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Provide 5% extra shingles in color installed.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

- A. Manufacturer:
 - 1. Certain Teed Corporation; Model Landmark Pro AR
 - 2. Substitutions: Permitted under provision of Section 00 21 13. Substitutions will only be considered where substituting manufacturer provides written warranty substantively equal to specified manufacturers warranty for shingles installed over a non-ventilated insulated deck.
- B. Description: ASTM D3018 Type 1 – Self-Sealing; ASTM D3462; ASTM D3161 Class F Wind Resistance; ASTM D7158 Class H Wind Resistance; ASTM E108 / UL 790 Class A Fire Resistance; glass fiber mat base, ceramically colored / UV resistant mineral surface granules across entire face of shingle; algae-resistant 240 lb/100 sq ft weight; self-sealing; laminated overlay type; color as selected.

2.2 SHEET MATERIALS

- A. Underlayment: Synthetic polymer-based scrim-reinforced underlayment complying with physical property requirements of ASTM D226 and ASTM D486, including resistance to liquid water transmission; Diamond Deck as manufactured by Certainteed, or shingle manufacturer approved equivalent

2.3 RIDGE VENTS

- A. Ridge Vents: Plastic, nominal 11 inches wide with vent openings that do not permit direct water or weather entry; to receive cap shingles; minimum 12 sq inches/foot net free area:
 - 1. Ridge Vent: 11" Ridge Master Plus manufactured by Mid-America Building Products, Tapco International.

2.4 ACCESSORIES

- A. Flashing and Drip Edge Materials:
 - 1. As specified in Section 07 62 00.

- B. Nails: ASTM F1667; standard round wire roofing nails hot dipped galvanized steel type, minimum 0.105 inch diameter shank, minimum 0.375 inch diameter head; of sufficient length to penetrate through roof sheathing.
- C. Plastic Cement: ASTM D4586, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F and 50 percent RH.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify roof penetrations and plumbing stacks are flashed to deck surface.
- B. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.2 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded underlayment and/or membrane flashing.
- B. Broom clean deck surfaces under underlayment.

3.3 INSTALLATION

- A. Installation shall be in strict accordance with the manufacturer's installation instructions for the materials specified.
- B. Underlayment Installation:
 - 1. Weather lap edges and ends minimum 2 inches. Nail underlayment in place.
 - 2. Cut underlayment to allow ventilation at ridges.
- C. Asphalt Shingles Installation:
 - 1. Install shingles following manufacturer's recommendation for steep slopes using 4 nails per shingle.
 - 2. Install color matching starter strip at eaves.
 - 3. Place shingles in straight coursing pattern with weather exposure recommended by manufacturer to produce double thickness over full roof area.
 - 4. Cap ridges with individual shingles and/or ridge vent, maintaining manufacturer's recommended weather exposure. Place to avoid exposed nails.
 - 5. Coordinate installation of roof mounted components or items projecting through roof with weather tight placement of flashings.
 - 6. Complete installation to provide weather tight service.
- D. Ridge Vent:
 - 1. Maintain ventilation slot at ridge clear of underlayment or shingles.
 - 2. Install ridge vent over shingles in accordance with manufacturer's instructions.
 - 3. Install ridge vent continuous, centered over ridge/hip line. Hold ridge and hip vent back 2 feet from hip and ridge ends.
 - 4. Secure in place with nails spaced as recommended by manufacturer.
 - 5. Finish ridge vent with shingles in accordance with 3.3.C.4.

3.4 DEFECT ASSESSMENT AND REPAIR

- A. Inspect completed roof for the presence of nail-pops. Where encountered, remove penetrated shingle and replace with new. Carefully remove fasteners to allow removal of overlying shingle and fill holes where fasteners are removed from shingles to remain with sealant. Remove under-driven or otherwise improperly driven fasteners and fill fastener hole with sealant. Install new fasteners as recommended by manufacturer adjacent to previous holes.
- B. Inspect completed roof for the presence of exposed fasteners. Where fasteners (nail heads) are not concealed by the overlying shingles, underlying shingle is to be removed and replaced with new. Carefully remove fasteners to allow removal of underlying shingle and fill holes where fasteners are removed from shingles to remain with sealant. Install new fasteners as recommended by manufacturer adjacent to previous holes.
- C. Repair of nail pops and/or exposed fasteners by coating with sealant will not be accepted.

3.5 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 07 46 33

PLASTIC SIDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preformed vinyl siding for walls, and accessory components.
 - 2. Secondary moisture barrier over substrate.
- B. Related Sections:
 - 1. Section 07 90 00 – Joint Protection: Sealants used in conjunction with plastic siding.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 2. ASTM D 2244 – Standard Calculation for Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
 - 3. ASTM D3679 - Standard Specification for Rigid Polyvinyl Chloride (PVC) Siding.

1.3 SYSTEM DESCRIPTION

- A. System: Preformed vinyl siding of profiles and accessory trim as indicated on the drawings.

1.4 DESIGN REQUIREMENTS

- A. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement within system; movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; deflection of structural support framing.
- B. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: For each type of product specified. Include identification of materials, dimensions of individual components, installation instructions and available profiles, textures and colors.
- C. Samples: Submit samples of siding, illustrating finish color, sheen, and texture for selection.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three (3) years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum three (3) years documented experience and/or as approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Store siding material off ground protected from weather, to prevent twisting, bending, or abrasion.
- C. Prevent contact with materials which may cause discoloration or staining.

1.8 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate the Work for installation of surrounding materials, soffits and sub-fascia components or materials.
- C. Coordinate the Work with installation of flashing components or materials.

1.9 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Provide Manufacturer Warranty to correct defective Work for degradation of panel finish including color fading caused by exposure to weather as defined and measured according to ASTM D 2244.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide siding and trim products by Certainteed Saint-Gobain.

2.2 SIDING MATERIALS

- A. Provide solid vinyl siding and accessories complying with ASTM D3679.
- B. Horizontal Vinyl Siding; Restoration Classic by Certainteed.
 - 1. Pattern: Horizontal double 5" select cedar clapboard.
 - 2. Texture: Wood grain.
 - 3. Thickness: 0.044 inch.
 - 4. Projection: 5/8 inch.
 - 5. Warranty: Limited Lifetime.
 - 6. Color: As selected.

2.3 COMPONENTS

- A. Internal Corners: Same material, thickness, and finish as siding; profile to siding.
- B. External Corner Posts:
 - 1. For Vinyl Siding: Same material and finish as siding, profile to suit siding.
- C. Door and Window Trim: "J" channel; same material, and finish as siding.

2.4 ACCESSORIES

- A. Secondary Moisture Barrier: Secondary moisture barrier consisting of Spun bonded polyolefin sheeting, CertaWrap by Certainteed.
- B. Sealants: Specified in Section 079000. Manufacturer's standard type suitable for use with installation of system, color to match panel system.
- C. Fasteners: Screws appropriate for installation to ICF fastening fins. Exposed fasteners same finish as panel system.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install secondary moisture barrier in such a manner as to provide a continuous water resistive barrier behind the exterior wall veneer. Comply with manufacturers installation instructions.
- B. Install vinyl siding system on walls in accordance with manufacturer's instructions.
- C. Fasten siding to structural support; aligned, level, and plumb.
- D. Use concealed fasteners unless otherwise approved by Architect.
- E. Seal to prevent weather penetration. Maintain neat appearance.

3.2 TOLERANCES

- A. Section 01 40 00 Quality Requirements.
- B. Maximum Offset From True Alignment Between Adjacent Members Butting or In Line: 1/16 inch.
- C. Maximum Variation from Plane or Location Indicated on Drawings: 1/8 inch.

3.3 CLEANING

- A. Section 01 70 00 Execution and Closeout Requirements.
- B. Remove site cuttings from finish surfaces.

- C. Clean and wash surfaces with mild soap and water; rinse with clean water.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes flashings and fabricated sheet metal items.
- B. Related Sections:
 - 1. Section 07 31 13 - Asphalt Shingles: Fabricated sheet metal items associated with shingle roofing.
 - 2. Section 07 46 33 – Plastic Siding: Fabricated sheet metal items associated with plastic siding.

1.2 REFERENCES

- A. American Architectural Manufacturers Association:
 - 1. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
- B. ASTM International:
 - 1. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 2. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 3. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 4. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - 5. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- C. Sheet Metal and Air Conditioning Contractors:
 - 1. SMACNA - Architectural Sheet Metal Manual.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on manufactured components metal types, finishes, and characteristics.
- C. Samples:
 - 1. Submit samples illustrating metal finish color.

1.4 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal work with minimum three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials causing discoloration or staining.

1.6 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate with Work of 07 31 13 and 07 46 33.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. Manufacturer's
 - 1. Alcoa Aluminum
 - 2. Substitutions: Or equal.
- B. Drip edge: Standard weight; 1/2 inch hem x 1-1/2 inch drop; fabricated from 0.019 inch pre-finished aluminum sheet, color to match existing.
- C. Soffit - perforated: Triple 4 inch Full Lanced U-groove Soffit; fabricated from 0.019 inch pre-finished aluminum sheet, color to match existing. Soffit shall provide a minimum net free area of 13.2 inches per square foot.
- D. Fascia: 6 inch ribbed; fabricated from 0.024 inch pre-finished aluminum sheet, color to match existing.
- E. J-channel: 1 inch face, offset, for use with specified soffit; fabricated from 0.019 inch pre-finished aluminum sheet, color to match soffit.

2.2 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal.

2.3 FABRICATION

- A. Form sections shape indicated on Drawings, 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. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

2.4 FACTORY FINISHING

- A. Silicone polyester coating: Baked enamel system conforming to AAMA 2603.
- B. Washcoat: Finish concealed side of metal sheets with washcoat compatible with finish system, as recommended by finish system manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Secure components in place using concealed fasteners. Use exposed fasteners only where permitted.
- B. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

SECTION 07 84 00

FIRESTOPPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Firestopping through-penetrations of fire rated assemblies.

1.2 REFERENCES

- A. ASTM International:
1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
 4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
- B. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings.
- C. Underwriters Laboratories Inc.:
1. UL 263 - Fire Tests of Building Construction and Materials.
 2. UL 1479 - Fire Tests of Through-Penetration Firestops.
 3. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
 4. UL - Fire Resistance Directory.

1.3 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 PERFORMANCE REQUIREMENTS

- A. Conform to applicable code for fire resistance ratings and surface burning characteristics.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.5 SUBMITTALS

- A. Product Data: Submit data on product characteristics, performance and limitation criteria.
- B. Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- C. Manufacturer's Installation Instructions: Submit preparation and installation instructions.

- D. Manufacturer's Certificate: Certify products meet or exceed applicable code requirements.
- E. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.6 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 or ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
 - 2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.
 - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
 - 1. Smoke Barrier Joints Air Leakage: Maximum 5 cfm per foot at 0.30 inches water gage pressure differential
- D. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during, and for minimum 3 days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured materials.

PART 2 PRODUCTS

2.1 FIRESTOPPING

- A. Manufacturers:
 - 1. A/D Fire Protection Systems, Inc.
 - 2. Hilti Corp.
 - 3. 3M Fire Protection Products
 - 4. Nelson Firestop Products
 - 5. Specified Technologies
 - 6. United States Gypsum Co.
 - 7. Substitutions: Or equal

- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
 - 1. Silicone Firestopping Elastomeric Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
 - 2. Fiber Stuffing and Sealant Firestopping: Composite of mineral fiber stuffing insulation with silicone elastomer for smoke stopping.
 - 3. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 - 4. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
 - 5. Firestop Pillows: Formed mineral fiber pillows.

2.2 ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

- B. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify openings are ready to receive firestopping.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

- B. Remove incompatible materials affecting bond.

- C. Install damming materials to arrest liquid material leakage.

3.3 APPLICATION

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating.
- D. Compress fibered material to maximum 40 percent of its uncompressed size.
- E. Remove dam material after firestopping material has cured.

3.4 CLEANING

- A. Clean adjacent surfaces of firestopping materials.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 07 90 00

JOINT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants, joint backing and accessories.

1.2 REFERENCES

- A. ASTM International:
 1. ASTM C834 - Standard Specification for Latex Sealants.
 2. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
 3. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 4. ASTM C1193 - Standard Guide for Use of Joint Sealants.
 5. ASTM D1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
 6. ASTM D1667 - Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
 7. ASTM D2628 - Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.

1.3 SUBMITTALS

- A. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Samples: Submit two samples illustrating sealant colors for selection.
- C. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- D. Warranty: Include coverage for installed sealants and accessories failing to achieve watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with specified Reference Standards.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 ENVIRONMENTAL REQUIREMENTS

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

1.7 COORDINATION

- A. Coordinate Work with sections referencing this section.

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. Pecora Corp..
 - 3. Sika Corp..
 - 4. Tremco Sealants & Waterproofing.
 - 5. Substitutions: Or equal.

2.2 SEALANT PRODUCTS:

- A. Sealant S1 - High Performance General Purpose Exterior Sealant: Polyurethane; ASTM C920, Type S, Grade NS, Class 50, Uses NT, T, M, A, O, and I; single-component.
 - 1. Acceptable Products:
 - a. Dymonic 100 manufactured by Tremco.
 - b. Sikaflex-150 LM manufactured by Sika Corp.
 - c. Dynatrol 1-XL Hybrid by Pecora Corporation.
 - 2. Color: Standard colors matching finished surfaces.
- B. Sealant S2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Acceptable Products:
 - a. TremFlex 834 manufactured by Tremco.
 - b. Pecora AC-20 + Silicone manufactured by Pecora Corp.
 - 2. Color: Standard colors matching finished surfaces.
 - 3. Applications: joints between door frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.

2.3 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 D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
 - 1. Type: Everlastic manufactured by Williams Products, Inc. or equal.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193 and Manufacturer's instructions.
- D. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193 and Manufacturer's instructions.
- B. 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 joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Protect sealants until cured.

3.6 SCHEDULE

- A. Exterior Joints: Type S1.
- B. Interior Joints: Type S2.

END OF SECTION

SECTION 08 12 13

HOLLOW METAL FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fire rated and non-rated steel frames.
- B. Related Sections:
 - 1. Section 07 90 00 – Joint Protection: Joint sealers.
 - 2. Section 08 13 13 – Hollow Metal Doors.
 - 3. Section 08 71 00 - Door Hardware: Hardware.
 - 4. Section 09 90 00 – Painting: Field painting of frames.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
- B. ASTM International:
 - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. National Fire Protection Association:
 - 1. NFPA 80 - Standard for Fire Doors, Fire Windows.
 - 2. NFPA 105 - Standard for the Installation of Smoke Door Assemblies and other Opening Protectives.
 - 3. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies.
- D. Underwriters Laboratories Inc.:
 - 1. UL 10B - Fire Tests of Door Assemblies.
 - 2. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
 - 3. UL 1784 - Air Leakage Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate frame elevations, reinforcement, anchor types and spacing, location of cut-outs for hardware, and finish.
- B. Product Data: Submit frame configuration and finishes.
- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Conform to requirements of ANSI A250.8.

1.5 QUALIFICATIONS

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

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept frames on site in manufacturer's packaging. Inspect for damage.
- B. Break seal on-site to permit ventilation.

1.7 COORDINATION

- A. Coordinate Work with frame opening construction, door, and hardware installation.

PART 2 PRODUCTS

2.1 STANDARD STEEL FRAMES

- A. Manufacturers:
 - 1. Amweld Building Products, Inc.
 - 2. Ceco Door Products
 - 3. [unbarton Corp.
 - 4. Kewanee Corp.
 - 5. Republic Builders Products
 - 6. Steelcraft
 - 7. Or equal
- B. Product Description: Standard shop fabricated steel frames, fire rated and non-rated types.
 - 1. Exterior Frames:
 - a. 16 gage/0.053 inch thick material, base metal thickness, galvanized.

2.2 ACCESSORIES

- A. Bituminous Coating: Non-asbestos fibered asphalt emulsion.
- B. Primer: ANSI A250.10 rust inhibitive type.
- C. Silencers: Resilient rubber fitted into drilled hole.
- D. Weatherstripping: Specified in Section 08 71 00.

2.3 FABRICATION

- A. Fabricate frames as welded unit.
- B. Fabricate frames with hardware reinforcement plates welded in place.
- C. Dimple frames for anchors – three anchors each jamb.
- D. Prepare frames for silencers. Provide three single silencers for single doors on strike side.

- E. Fabricate frames to match frame elevations depicted in plans.

2.4 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M G60.
- B. Primer: Baked.
- C. Coat inside of frame profile with bituminous coating to minimum thickness of 1/16 inch.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION

- A. Install frames in accordance with ANSI A250.8.
- B. Anchor frames to surrounding construction using three anchors each jamb.
- C. Coordinate installation of frames with installation of hardware specified in Section 08 71 00 and doors in Section 08 13 13.
- D. Fill anchor dimples with automotive body filler (Bondo), and sand smooth.

3.3 ERECTION TOLERANCES

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

END OF SECTION

SECTION 08 13 13

HOLLOW METAL DOORS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes non-rated, thermally insulated, steel doors.
- B. Related Sections:
 - 1. Section 08 12 13 - Hollow Metal Frames.
 - 2. Section 08 71 00 - Door Hardware.
 - 3. Section 09 90 00 - Painting and Coating: Field painting of doors.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
- B. ASTM International:
 - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM C518 – Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. Hollow Metal Manufacturers Association:
 - 1. HMMA 810 - Hollow Metal Doors.
- D. Steel Door Institute:
 - 1. SDI 108 - Recommended Selection and Usage Guide for Standard Steel Doors.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate door elevations, internal reinforcement, closure method, and cut-outs for glazing, and finishes.
- B. Product Data: Submit door configurations, location of cut-outs for hardware reinforcement.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ANSI A250.8.
- B. Surface Burning Characteristics:
 - 1. Foam Insulation: Maximum 75/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Apply label from agency approved by authority having jurisdiction to identify each foam plastic insulation board.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept doors on site in manufacturer's packaging. Inspect for damage.
- B. Break seal on site to permit ventilation.

1.7 COORDINATION

- A. Coordinate Work with door opening construction, door frame, and door hardware installation.
- B. Coordinate installation to accommodate door hardware electric wire connections.

PART 2 PRODUCTS

2.1 HOLLOW METAL DOORS

- A. Manufacturers:
 - 1. Amweld Building Products, Inc.
 - 2. Ceco Door Products.
 - 3. Kewanee Corp.
 - 4. Pioneer Industries.
 - 5. Republic Builders Products.
 - 6. Steelcraft.
 - 7. Or equal.
- B. Product Description:
 - 1. Exterior Doors (Insulated): ANSI A250.8, SDI 108, 1-3/4 inch thick.
 - a. Level 3 - Extra heavy Duty, Model 1, full flush design.

2.2 COMPONENTS

- A. Face: Steel sheet in accordance with ANSI A250.
- B. End Closure: Channel, 0.04 inches thick, flush.
- C. Core: Polyurethane foam for insulated doors.
- D. Thermal Insulated Door: Total insulation R-Value of 11 calculated in accordance with ASTM C518.

2.3 ACCESSORIES

- A. Primer: ANSI A250.10 rust inhibitive type.

2.4 FABRICATION

- A. Fabricate doors with hardware reinforcement welded in place.

2.5 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M A60.
- B. Primer: Baked.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION

- A. Install doors in accordance with ANSI A250.8.
- B. Coordinate installation of glass and glazing specified in Section 08 80 00.
- C. Coordinate installation of doors with installation of frames specified in Section 08 12 13 and hardware specified in Section 08 71 00.
- D. Touch-up damaged shop finishes.

3.3 ERECTION TOLERANCES

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

3.4 ADJUSTING

- A. Adjust door for smooth and balanced door movement and positive latching of locking hardware.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Furnish hardware required to complete the work as shown on the drawings and as specified herein;
 - 2. Furnish trim attachments and fastenings, specified or otherwise required, for proper and complete installation.
 - 3. Furnish all items of Finish Hardware specified, scheduled, shown or required herein except those items specifically excluded from this section of the specification.
- B. Related Sections:
 - 1. Section 08 12 13 – Hollow Metal Frames.
 - 2. Section 08 13 13 – Hollow Metal Doors.
 - 3. Section 08 17 43 - FRP Flush Doors and Aluminum Framing System.

1.2 DEFINITIONS

- A. "Finish Hardware": Items required for swinging doors, except special types of unique and non-matching hardware specified under door and frame Sections of these Specifications.

1.3 DESIGN REQUIREMENTS

- A. Thoroughly review finish hardware schedule, comparing it with the floor plan, door schedule, and door details to verify hardware requirements, quantities, door swings, finishes, and sizes.
- B. If an inconsistency or error in the proposed construction documents is suspected, the hardware supplier is to bring it immediately to the attention of the Architect. If the quantity of items is questioned, for bidding purposes, assume the higher quantity is required and price accordingly.
- C. Architect's review of Submittals is for design concept only, and does not relieve the Contractor of the responsibility to furnish sufficient material and functions required for a complete, and code-worthy installation. Determination of all quantities is the responsibility of the Contractor.

1.4 PERFORMANCE REQUIREMENTS

- A. Furnish finish hardware complying with the requirements of laws, codes, ordinances and guidelines of governmental authorities having jurisdiction:
- B. NFPA 101, "Life Safety Code", 2000 edition.
- C. International Building Code - 2009 Edition
- D. ANSI A117.1-2003 Accessible and Usable Buildings and Facilities

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Hardware Schedule:
 - 1. Submit "Finish Hardware Schedule" in the following format:
 - a. Vertically-typed, double-spaced;
 - b. Organized into "hardware sets", indicating complete designations of every item required for each door or opening. Include the following information for each item of finish hardware:
 - 1) Manufacturer
 - 2) Type
 - 3) Style
 - 4) Function
 - 5) Size
 - 6) Degree and direction of opening swing ("hand")
 - 7) Finish
 - 8) Fasteners
 - 9) Location of hardware set cross-referenced to indications on floor plans, door, schedule, and frame schedule.
 - 10) Explanation of all abbreviations, symbols, codes, etc. contained in schedule.
 - 11) Mounting heights and locations for hardware.
 - 12) Door and frame sizes and materials.
 - 13) Keying information.
 - c. Electrified Hardware system operation description.
- C. Product Data:
 - 1. Submit, in booklet form Manufacturers Catalog cut sheets of scheduled hardware.
 - 2. Submit product data with hardware schedule.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. ANSI A156 series.
 - 2. NFPA 80.
 - 3. UL 305.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Source limitations: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

- B. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.
 - 1. Include instructions, templates, and fasteners needed for installation.

1.9 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination: Coordination and project conditions.
- B. Coordinate Owner's keying requirements during course of Work.

PART 2 PRODUCTS

2.1 GENERAL

- A. Requirements for design, grade, function, finish, size, and other distinctive qualities of each finish hardware item is indicated in the Drawings.
- B. Product designations:
 - 1. Provide the product designated or the comparable product by the Manufacturers listed under this Section.
- C. ANSI/BHMA designations:
 - 1. Used to describe hardware items, or to define quality or function. Provide products complying with these standards in addition to additional requirements of this Section.
- D. Hand of door: Drawings show direction of slide, swing ("hand") of door leaves.
- E. Hardware: Use hardware manufactured to conform to published templates and, generally, prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.

2.2 MATERIALS

- A. Base metals:
 - 1. Manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially-recognized) quality than that specified for applicable hardware units by applicable ANSI A156 series standard for each type hardware item and with ANSI A156.18 for finish designations indicated.
 - 2. Do not furnish "optional" materials for those indicated, except as otherwise specified.
- B. Fasteners:
 - 1. Furnish Phillips flat-head screws with each hardware item, unless otherwise indicated.
 - 2. Exposed screws: Match finish of hardware (even where noted to be "prepared for paint").
 - 3. Use concealed fasteners for hardware units which are exposed when door is closed, except where no standard units of type specified are available with concealed fasteners.
 - 4. Do not use thru-bolts where bolt head or nut on opposite face would be exposed.
 - 5. Where adequate reinforcement is not feasible, thru-bolting would only be acceptable if through sleeves, or if sex-screw fasteners are used.

- C. Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of finish hardware.

2.3 MANUFACTURED UNITS

- A. Reference standards:
 - 1. Comply with BHMA/ANSI A156 current series for each product type.
- B. Hardware finishes:
 - 1. Materials and Finishes Standard: Comply with ANSI A156.18 (BHMA 1301). Finish designations used in schedules are listed, therein.
 - 2. Provide matching finishes for hardware units at each door, unless otherwise indicated.
 - 3. Match the color and texture of hardware items to manufacturer's standard finish for the latchset, lockset, or push-pull unit.
 - 4. Provide quality of finish, including thickness of plating or coating, composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than that specified or described by referenced standards.
- C. Hardware for fire-rated openings:
 - 1. Comply with NFPA 80.
 - 2. Tested and listed by Underwriters Laboratory (UL), or Factory Mutual (FM) for type, size and use of door, and complying with requirements of door and door frame label.
 - 3. Provide UL or FM label on door indicating "Fire door to be equipped with fire-exit hardware".
 - 4. Provide UL or FM label on exit device indicating "Fire Exit Hardware".

2.4 PRODUCTS

- A. Hinges:
 - 1. Continuous Hinges:
 - a. Continuous shall be Heavy Duty Geared type hinges with 400lb rating.
 - b. ANSI/BHMA A156.26 -Grade 1.
 - c. Fire-rating: "WHI-listed" or "UL-listed" as necessary.
 - d. Placement of fire label will be on top of the door at cont. hinge locations.
 - e. Provide hinge filler plates to fill existing hinge preps.
 - f. Undersize doors according to hinge clearance requirements.
 - g. Furnish power transfers as specified.
 - h. Acceptable manufacturer's: PBB, IDC, Select, Zero.
- B. Lock Cylinders and Keying:
 - 1. General:
 - a. Supplier shall meet with Owner and Architect to finalize keying direction and furnish a complete key schedule. The key schedule shall include keysets, marks and key schedule corresponding to each opening.
 - 2. Cylinders:
 - a. Type: Mortise or rim-type as required by function of locking device.
 - b. Provide screw on cams or tail piece as required.
 - c. Construct lock cylinder parts from brass/bronze, stainless steel or nickel silver.
 - d. Provide solid machined cylinder rings with tension spring to resist wrenching of cylinder. Length, finish and size as required.
 - e. Provide cylinder(s) and core(s) as required by function for each locking device.
 - 3. System:
 - a. Unless otherwise indicated, provide combined final cylinders keyed to owners existing key system.

4. Keying:
 - a. Deliver keys and final cores to the hardware installation Contractor for final installation, when directed by the Owner.
 - b. Comply with Owner's instructions for master keying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.
 - c. Key material: Nickel silver
 - d. Key quantity:
 - 1) Two (2) change keys for each lock.
- C. Locksets:
 1. Mortise Locks as required to match existing preps:
 - a. Comply with ANSI A156.13 - 1987, Grade 1 criteria for mortise locks
 - b. Provide functions as listed in the hardware schedule.
 - c. Lockset case shall to be non-handed.
 - d. Provide sized lip of strike based on frame conditions.
 - e. Provide appropriate fasteners for lock and strike.
 - f. Provide cylinders with proper collar and cam based on lock function.
 - g. Trim: Dallas lever-type equal to PDQ.
 - h. Acceptable products: PDQ MR series, Sargent 8200, MBS RE
- D. Exit Devices:
 1. General:
 - a. Comply with ANSI A156.3, Grade 1.
 - b. At fire doors:
 - 1) Provide UL or FM label on exit device indicating "Fire Exit Hardware", where appropriate.
 - 2) Mount exit device using sex-bolts on labeled wood doors.
 2. Description:
 - a. Type: Flat, push-bar type with aluminum body.
 - b. Provide functions as specified in hardware sets.
 - c. Trim: DAL Design, Extra-heavy-duty lever matching lockset style.
 - d. Provide dead-locking latch bolts.
 - e. Acceptable products: PDQ 6000, SDCS6000, VD99
- E. Closers:
 1. General:
 - a. ANSI A156.4 - 1986 Grade 1 criteria.
 - b. All closers shall be the products of one manufacturer.
 2. Description:
 - a. Full rack-and-pinion type with double heat-treated spindle.
 - b. Cast Iron Body.
 - c. Hydraulic fluid: Non-gumming and non-freezing.
 - d. Closer body: Non-handed, multi-size spring power.
 - e. With three non-critical V valves and hex key adjustment to independently regulate sweep latch speed and backcheck.
 - f. Provide mounting brackets necessary to clear sound seals and weatherstrip.
 - g. Enclose in a full, molded cover.
 - h. Provide drop plates and / or special brackets for proper mounting.
 - i. Pressure Relief Valves will NOT be accepted on Door Closers.
 - j. Provide Barrier Free power setting as required by ANSI A117.1
 3. Acceptable products: International PDQ 7000, 44CI Series, MBS QDC 40 Cast Iron Body.

- F. Kick plates, mop plates and armor plates:
 - 1. General: ANSI A156.16 - 1989 criteria.
 - 2. Description:
 - a. Minimum .050" thick
 - b. Dimensions:
 - 1) Width: 2" less than door width to which they are to be applied.
 - 2) Kick plate height: 10"
 - c. Mounting:
 - 1) Install kick plates and armor plates flush to bottom edge of door.
 - 3. Acceptable manufacturers: Hiawatha, PDQ and IDC

- G. Thresholds:
 - 1. General:
 - a. ANSI A156.21 - 1989, Grade 1 criteria.
 - b. Comply with A.D.A. requirements, unless otherwise scheduled.
 - 2. Description:
 - a. Flat profile
 - b. Installation locations are scheduled.
 - c. Provide templates for thresholds to related door suppliers to coordinate proper undercut.
 - 3. Acceptable products: Reese, IDC, KN Crowder

- H. Miscellaneous Hardware Equipment and Material:
 - 1. General:
 - a. Provide items and types as specified.

2.5 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

2.6 HARDWARE FINISHES

- A. General:
 - 1. Provide matching finishes for hardware units at each door or opening, to the greatest extent possible and except as otherwise indicated.
 - 2. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening.
 - 3. In general, match items to the manufacturer's standard finish for the latch and lock set (or push/pull units if no latch/lock sets) for color and texture.
 - 4. Provide finishes matching those established by BHMA or, if none established, match the Architect's sample.
 - 5. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness and other qualities complying with manufacturer's standards, but in no case less than that specified for the applicable units of hardware by referenced standards.
 - 6. Finish designations used in schedules and elsewhere listed in ANSI A156.18 "Materials and Finishes Standard", including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.

- B. Provide the following hardware finishes, unless otherwise scheduled: Dull Chrome, Stainless Steel, and Aluminum color pallet.

- C. Base material: Manufacturer's standard high-carbon steel, brass, or bronze.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify doors and frames are ready to receive door hardware and dimensions are as indicated on shop drawings.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. General:
 - 1. Install each item in its proper location firmly anchored into position, level and plumb, and in accordance with the manufacturer's recommendations.
 - 2. Handing, hardware heights, locations, and degree of opening swing are indicated in the Drawings and Finish Hardware Schedule.
 - 3. Mount finish hardware units:
 - a. At recommended heights and locations as shown in approved finish hardware schedule, complying with requirements of the A.D.A., and pertinent provisions of the Building Code.
 - b. To function at proper degree of opening of doors as indicated on approved finish hardware schedule.
 - c. By manufacturer's template.
 - d. Prior to final finishing of the door. Remove hardware to allow finishing of door, and permanently reinstall hardware upon completion of finishing operation.
 - 4. Reinforce, where necessary, the substrate to assure proper attachment.
 - 5. Drill and countersink units which are not factory-prepared for anchorage fasteners.
 - 6. Space fasteners and anchors in accordance with industry standards.
- C. Installing closers:
 - 1. Mount closers per manufacturer's template and secure the Architect's approval of the closer installation.
 - 2. The Contractor will be required to replace doors onto which closers are improperly mounted at no additional cost to the Owner. Repair or patching of such doors will not be acceptable.
- D. Installing Stops: Install all wall stops into reinforced wall or stud. Projection type wall stops (115) should be mounted 80" from finish floor, with sloped portion of the stop facing up / flat side down. Install floor stops out of the way foot traffic at a height high enough to accommodate any ramp or uneven floor condition.
- E. Installing thresholds at exterior doors: Set in full bed of butyl-rubber, or polyisobutylene mastic sealant.

- F. Installing weatherstrip: Install weatherstrip prior to installing closers, OH Stops or panic hardware. Template closers and panic devices from weatherstrip and install all closer / OH Stop shoe brackets and panic device strikes onto the weatherstrip without notching or cutting the weatherstrip.
- G. Installing Sweeps: Install all sweeps on exterior side of opening.

3.3 ADJUSTING AND CLEANING

- A. Check and adjust each item of hardware and each door upon completion of final installation. Verify proper function and replace units which cannot be made to operate freely and smoothly, as intended for the application.
- B. Clean adjacent surfaces soiled by hardware installation.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit adjacent work to damage hardware or hardware finish.

HARDWARE SETS

Hardware Set 1 – Storeroom Lock [Always Locked] + Closer

1	ea.	Continuous Hinge CH51	32D
1	ea.	Storeroom Lockset MR 115 DJEW	32D
1	ea.	Combinated Mortise Cylinder by Owner	26D
1	ea.	Door Closer 7101 BC SCS	689
1	ea.	Kickplate 98 10 x 2" LDW B4E	32D
1	ea.	Threshold S205A	Reese
1	ea.	Sweep 354C – Mount Pull Side	Reese
1	set	Weatherstrip by 855C (mount prior to closer shoe)	Reese
1	ea.	Rain Drip 201C	Reece

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints, and other coatings.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 - 2. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. Painting and Decorating Contractors of America:
 - 1. PDCA - Architectural Painting Specification Manual.
- C. SSPC: The Society for Protective Coatings:
 - 1. SSPC - Steel Structures Painting Manual.

1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on finishing products.
- C. Samples:
 - 1. Submit paper chip samples illustrating range of colors available for each surface finishing product scheduled.
- D. Manufacturer's Installation Instructions: Submit special surface preparation procedures, and substrate conditions requiring special attention.

1.5 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
 - 1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Applicator: Company specializing in performing work of this section with minimum three years documented experience and approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. 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.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candle measured mid-height at substrate surface.

1.9 SEQUENCING

- A. Section 01 10 00 - Summary: Work sequence.
- B. Sequence application to the following:
 - 1. Do not apply finish coats until paintable sealant is applied.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers: Paint
 1. Glidden Coatings and Resins
 2. Benjamin Moore and Company
 3. Sherwin Williams Company
 4. Valspar Corporation
 5. Devoe Paint Co.
 6. Fuller-O'Brien.
 7. PPG Architectural Finishes.

2.2 COMPONENTS

- A. Coatings: Ready mixed, except field catalyzed coatings. Prepare coatings:
 1. To soft paste consistency, capable of being readily and uniformly dispersed to homogeneous coating.
 2. For good flow and brushing properties.
 3. Capable of drying or curing free of streaks or sags.

2.3 FINISHES

- A. Interior Paint System IPS-2:
 1. Semi-Gloss Enamel:
 - a. 1st Coat: Shop Primed Metal: Enamel Undercoater.
 - b. 2nd Coat: Odorless Alkyd Enamel, Semi-Gloss.

PART 3 ECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces and substrate conditions are ready to receive Work as instructed by product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

- A. Surface Appurtenances: Remove hardware and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces capable of affecting work of this section. Remove or repair existing coatings exhibiting surface defects.

- C. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Touch-up Prime bare steel surfaces.

3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

3.4 APPLICATION

- A. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- B. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- C. Sand metal surfaces lightly between coats to achieve required finish.
- D. Use tack cloth to remove dust and particles just prior to applying next coat.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.

3.6 SCHEDULE - INTERIOR SURFACES

- A. Hollow metal doors and frames: IPS-2.

END OF SECTION

SECTION 23 0001

GENERAL MECHANICAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This Division includes all labor, materials, equipment, tools, supervision, start-up services, Owner training, etc., including all incidental and related items, necessary to complete installation and successfully test and start up and operate the mechanical systems indicated on the drawings, AND as described in each Section of Division 230000 Specifications.
- B. All drawings and General Provisions of the Contract, including the General Conditions, Supplementary General Conditions, and Division 1 specification sections, apply to work of all Division 230000 sections. The items in this section are not intended to supersede, but are supplementary to, the requirements set forth in other Divisions of the specifications.
- C. The Contractor, and his Subcontractors and Suppliers, shall include in their bid all materials, labor, and equipment involved, in accordance with all local customs, codes, rules, regulations; and secure compliance of all parts of the Specifications and Drawings regardless of Sectional inclusion in these Specifications.
- D. The Contractor shall be held responsible for the complete and satisfactory accomplishment of all Work inclusive of whatever miscellaneous material and/or appurtenances are required to perfect the installation, and demonstrate that all mechanical systems will operate satisfactorily under normal operating conditions.

1.02 DRAWINGS & SPECIFICATIONS

- A. The drawings are diagrammatic and show the general location and arrangement of equipment, piping, ductwork and related items. They shall be followed as closely as elements of the construction will permit. The Contractor shall provide/install all mechanical systems, and associated equipment, complete and include all necessary offsets, fittings, and other components required due to interferences, space constraints, code requirements, etc. as required to provide a complete/functional system.
- B. The general mechanical requirements are intended to augment the drawings and specifications. Should conflicts occur between the drawings and the specifications, the strictest provision shall govern. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect and/or Engineer for resolution prior to rough-in.
- C. The Contractor shall examine the drawings of all other trades in order to verify the conditions governing the work on the job site. Arrange work accordingly, providing all ductwork, piping, fittings, traps, valves and accessories as may be required to meet such conditions.
- D. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect and/or Engineer prior to rough-in.
- E. The architectural and structural drawings take precedence in all matters pertaining to the building structure; plumbing drawings in all matters pertaining to plumbing trades; Mechanical drawings in all matters pertaining to mechanical trades; and electrical drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the ARCHITECT and/or ENGINEER for resolution prior to rough-in.

1.03 COORDINATION OF WORK

- A. The Contractor shall verify clearance requirements of all electrical and mechanical

equipment/systems prior to the installation of any new work. Mechanical equipment, piping, ductwork, systems, etc. shall not interfere with mechanical equipment spaces or electrical clearances. The Contractor shall coordinate his work to obtain symmetry in ceiling layouts, so that sprinkler heads, lights, diffusers, etc. are coordinated and are installed per the Architectural reflected ceiling plan.

- B. The Contractor and his Subcontractors shall be responsible for all tasks applicable to their work in accordance with the Specifications, Drawings, and code requirements, and shall be responsible for coordinating locations and arrangements of their work to give best results with all other relevant trades.
 - 1. Coordinate all wall, roof, floor penetrations, equipment pads, equipment locations, system routings, etc. with architectural and structural trades.
 - 2. Verify requirements of all equipment with shop drawing submittals prior to installation - notify Architect/Engineer of any conflicts between shop drawings and plans prior to rough-in.
 - 3. Coordinate rough-in locations of mechanical control devices (i.e. thermostats, sensors, etc.) with electrical trades. T-stats shall be located @ 48" AFF unless noted otherwise.
 - 4. Coordinate locations of mechanical items that require access (i.e. isolation valves, balance valves, balance dampers, damper actuators, valve actuators, exhaust fans, filters, etc.) with reflected ceiling plan. Items located above hard non-accessible ceilings shall be provided with access doors as required.
 - 5. Verify clearance requirements of all mechanical, electrical, plumbing equipment/systems prior to the installation of any new work. Mechanical equipment, piping, ductwork, systems, etc. shall not interfere with electrical equipment spaces. Electrical conduit and equipment clearances shall not interfere with mechanical/plumbing equipment spaces.

1.04 INSPECTION OF SITE AND PROJECT DOCUMENTATION

- A. The Contractor shall visit the site and examine/verify the conditions under which the work must be conducted before submitting proposal. The Contractor shall examine the drawings and specifications of all other trades including Mechanical, Architectural, Structural and Electrical.
- B. The submitting of a proposal implies that the Contractor has visited the site, examined all contract documents, and understands the conditions under which the work must be conducted.
- C. The Contractor shall notify the Architect and/or Engineer, prior to submitting his bid via Request For Information (RFI), of any potential problems that he has identified during his inspection of the site or from the review of plans/specifications. RFIs must be submitted at least 5 working days prior to bid opening.

1.05 GENERAL SUPPORT REQUIREMENTS

- A. Provide all necessary angle/brackets, hangers, or supplementary supporting steel as required for adequate support for all piping, ductwork, and equipment. Secure approval from Architect and/or Structural Engineer, in writing, before welding or bolting to steel framing or anchoring to concrete structure, or cutting/coring thru structural systems.
- B. Where piping, ductwork, or equipment is supported or suspended from concrete construction, provide approved concrete inserts in formwork to receive hanger rods, such as Unistrut or Powerstrut, and where installed in metal deck, use Ramset or Welds as required.
- C. Install mechanical piping systems with adequate anchors, guides, expansion loops, etc. as required to provide for piping expansion/contraction.

1.06 GUARANTEE

- A. Contractor shall guarantee that all labor, materials, and equipment are free from defects and agrees to replace or repair any part of this installation which becomes defective within a period of one year from the date of substantial completion following final acceptance. Acceptance date of substantial completion shall be as determined by the Architect and/or Engineer.

- B. The Contractor shall file with the Owner any and all guarantees from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.07 CODES, PERMITS AND FEES

- A. Refer to Division 1, General Conditions and Supplementary Conditions.
- B. Unless otherwise indicated, all required permits, plan reviews, licenses, inspections, approvals and fees for mechanical work shall be secured and paid for by the Contractor.
- C. All work shall be executed in accordance with the most current rules and regulations set forth in local and state codes.
 - 1. Mechanical and Plumbing systems shall be installed per current jurisdictional codes (Michigan Mechanical Code, Michigan Plumbing Code, International Fuel Gas Code, Michigan Building Code, etc.), current NFPA codes (NFPA 101, NPFA 90, etc.), and applicable sections of the Michigan Building Code.
- D. In the event that the plans and specifications conflict with any rules, regulations, or codes applying, said rules, regulations and codes shall govern.
- E. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

1.08 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

- A. All items that the Contractor proposed to use in the work that are not specifically named in the contract documents must be submitted for review. Such items must be submitted in .pdf format to the Architect and/or Engineer for approval a minimum of seven (7) days prior to bid opening. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations. The Contractor shall call out/illustrate to the Engineer any/all differences between the basis of design and the Contractor's proposed substitution items.

1.09 MATERIAL AND EQUIPMENT MANUFACTURERS

- A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of plumbing, heating, ventilating and air conditioning equipment and shall be the manufacturer's latest design.
- B. If an approved manufacturer is other than the manufacturer used as the basis for design, the equipment of product provided shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Substitution Items Requiring Prior Approval specified in this Section of the Specifications. All costs to make these items of equipment comply with these requirements including, but not limited to, piping, sheet metal, electrical work, and building alterations shall be included in the original bid.
- C. All package unit skid mounted equipment that are factory assembled shall meet, in detail, the products named and specified within each section of the detailed mechanical and electrical Specifications.

1.10 SHOP DRAWINGS/SUBMITTALS

- A. Refer to General Conditions and Supplementary General Conditions.
- B. All shop drawings shall be submitted in groupings of similar and/or related items. Incomplete submittal groupings will be returned unchecked.

- C. Unless noted otherwise, submit digital (.pdf format) copies of complete manufacturer's shop drawings for all equipment, valves, plumbing and heating specialties, refrigeration specialties, pipe hangers, wiring diagrams and control diagrams including, but not limited to the items listed below. Where items are referred to by symbolic designation on the drawings and specifications, all submittals shall bear the same designation. Refer to other Sections of the mechanical specifications for additional requirements.

- 1) 23 3413 Axial Fans
- 2) 23 8101 Terminal Heat Transfer Units

1.11 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

- A. Refer to Division 1, General Requirements.
- B. Provide complete maintenance and operating instructional manuals covering all mechanical equipment as specified herein, Division 1 requirements, and individual equipment specification sections.
- C. The O&M data shall be bound in a suitable number of 3" or 4", 3-ring, hard cover binders. Permanently imprinted on the cover shall be the words, "Manufacturer's Operation and Maintenance Data", project title, location of project, and the date. A table of contents shall be provided in the front of each binder.
- D. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Each piece of equipment in the O&M manual shall be identified as identified on the project drawings (i.e. Air Handling Unit AHU-1, Pump P-1, etc.).
- E. Internally subdivide the binder contents with permanent page dividers, organized by specification section and/or major equipment/systems (i.e. 230593_TESTING, ADJUSTING, AND BALANCING FOR HVAC, 233300_AIR DUCT ACCESSORIES, etc.)
- F. Contents: Each volume of O&M manual shall have three parts:
1. Part 1: A directory listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: O&M data, arranged and subdivided by major equipment/systems. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers:
 - a. List of equipment.
 - b. Copies of Shop drawings and product data, approved by Architect/Engineer.
 - c. Installation and operational procedures.
 - d. Routine maintenance procedures.
 - e. Trouble shooting procedures.
 - f. Complete parts lists by nomenclature, manufacturer's part number and use.
 - g. Recommended spare parts lists.
 - h. Lubrication chart listing all types of lubricants to be used for each piece of equipment and the recommended frequency of lubrication.
 - i. Complete wiring and schematic diagrams.
 - j. Elevations and/or sections cut through all of the major equipment and sub-assemblies.
 - k. At the end of each section, a maintenance schedule shall be provided for each piece of equipment. The schedule shall display the daily, weekly, monthly, semi-annual, and annual lubrication and preventative maintenance required in order to meet warranty

conditions and the manufacturer's recommendations for optimal performance and life of the equipment. Photos or reproduction of the manufacturer's literature will not be accepted.

3. Part 3: Project documents and certificates, including the following:
 - a. Testing, Adjusting, and Balance Reports (approved by Engineer).
 - b. Warranty Certificates.
 - c. Copies of approved construction permits.
- G. Maintenance and Operating manuals shall be provided, in digital .pdf format, to the Architect and/or Engineer for review when construction is 75% complete.
- H. A minimum of two (2) hard copies, as well as digital .pdf format, of all approved Operation and Maintenance literature shall be furnished to the Owner within 10 days after final inspection. O&M manuals must be completed prior to start of Owner training as the manuals shall be used as the basis of the training.

1.12 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection the Contractor shall instruct Owner's designated personnel in operation, adjustment and maintenance of mechanical equipment and systems at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- C. Use Operation and Maintenance Manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- E. Training shall be provided by factory authorized/trained representatives familiar with the startup and training on the equipment.

1.13 RECORD DRAWINGS

- A. Contractor shall submit to the Architect and/or Engineer, record drawings which have been neatly marked to represent as-built conditions for all new mechanical work.
- B. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the concealed conditions and other items of construction on field drawings as they occur. The marked up field documents shall be available for review by the Architect and/or Engineer, and Owner at their request.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All material and equipment furnished and installed by the Contractor for the permanent Work shall be new, unused, of the best quality of make specified, shall be free from defects of any character, and shall be listed as approved by the UL and/or FM.

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A. Install equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the drawings and specifications, report such conflicts to the Architect and/or Engineer for resolution.

3.02 WORK INVOLVING OTHER TRADES

- A. Certain items of equipment or materials specified in the Mechanical Division may have to be

installed by other trades due to code requirements or union jurisdictional requirements. In such instances, the Contractor shall complete the work through an approved, qualified subcontractor and shall include the full cost for same in his bid.

3.03 COORDINATION

- A. Install work to avoid interference with work of other trades including, but not limited to, architectural and electrical trades. Remove and relocate any work that causes an interference at Contractor's expense. Disputes regarding the cause of an interference shall be resolved by the Architect and/or Engineer.

3.04 SLEEVES

- A. Provide and install Schedule 40 black steel pipe sleeves, cut to length, wherever pipes pass through above grade walls and floors. Provide and install galvanized steel pipe sleeves, cut to length, wherever pipes pass through below grade foundation walls and slab on grade floors. Sleeves shall terminate flush with walls in finished areas. All sleeves through the floor are to extend two (2) inches above finish floor.
- B. Provide escutcheons at each penetration through walls, floors, and ceilings in exposed areas.
- C. Patch sleeves to match building material.

3.05 SEALING OF MECHANICAL OPENINGS

- A. Seal the space around pipes in sleeves and around duct openings through walls, floors and ceilings.
- B. Refer to specification 078400-Firestopping.
- C. Provide adequate clearance to allow for proper duct/pipe movement and sealing.
- D. Provide/install fireproof wall and floor sleeves as required by applicable building codes at all applicable wall, ceiling, and floor penetrations. Refer to Architectural plans for wall assembly ratings.
- E. Sleeves placed in floors shall be flush with the underside of the floor construction and shall have planed, square ends, extending 2 inches above the finished floor, unless otherwise noted or detailed.
- F. Where sleeves pass through reinforced concrete floors, they shall be properly set in position prior to concrete pouring in such a way that they will be maintained in position until the concrete is set.
- G. Ducts and pipes passing through below grade perimeter walls or slabs on grade shall have the space between the duct/pipe and sleeve sealed watertight with a mechanically expandable elastomer seal device.
- H. Penetrations through fire rated floors and walls shall be fire-stopped in accordance with applicable building code requirements with UL and FMRC approved materials and shall have a fire rating equal to or greater than the fire partition rating. Refer to architectural plans for locations and assembly ratings.
 - 1. Packing: Refractory fiber or ceramic fiber.
 - a. Manufacturers:
 - 1) Carborundum Fiberfrax.
 - 2) Johns-Manville - Cerafelt.
 - 3) Eagle Picher Epitherm 1200.
 - 4) Babcock and Wilcox Kaowool.
 - 2. Fire stop sealant.

- a. Manufacturers:
 - 1) Hilti
 - 2) Tremco
 - 3) Mameco
 - 4) Pecora
3. Where combustible pipes, tubes, vents, etc. penetrate a fire rated assembly, such penetrations shall be protected by an approved through-penetration fire stop collar/sealant system per the building code.
 - a. Through -penetration firestop systems shall be tested in accordance with ASTM E814 with a minimum positive pressure differential of 0.01 inch WG. Through penetration firestop systems shall have a "F" rating and a "T" rating of not less than 1 hour but not less than the required rating of the assembly penetrated.
 - b. Hilti CP 642 Firestop Collar.
 - c. Hilti FS-ONE High Performance Intumescent Firestop Sealant.
 - d. 3M Fire Barrier PPD Plastic Pipe Device.
 - e. 3M Fire Barrier Intumescent Firestop Sealant.

3.06 CUTTING, CORING AND PATCHING

- A. Refer to General Conditions.
- B. Unless specifically noted otherwise, the Contractor shall perform all cutting, coring, and patching that may be necessary for the installation of their Work. All cutting, coring, patching and repair work shall be performed by the Contractor through qualified Subcontractors. Contractor shall include full cost of same in his bid.
- C. Secure approval from Architect and/or Structural Engineer, in writing, before cutting, welding/bolting to, or anchoring from any structural building components (i.e. structural steel, load bearing walls, footings/foundations, concrete floors/ceilings, etc.).

3.07 EQUIPMENT FOUNDATIONS AND SUPPORTS

- A. For equipment suspended from ceiling or walls, furnish and install all inserts, rods, structural steel frames, brackets and platforms required. Obtain approval of Architect and/or Structural Engineer for same including loads, locations, and methods of attachment.

3.08 EQUIPMENT CONNECTIONS

- A. Make connections to equipment, fixtures and other items included in the work in accordance with the approved shop drawings and rough-in measurements furnished by the manufactures of the particular equipment furnished.
- B. All piping connections to equipment shall be flanged or shall be made with unions to facilitate equipment removal.
- C. All piping connections to pumps, coils, and other equipment shall be installed without strain at the pipe connection of this equipment.
- D. Brass unions for connections of 2 inch and less and flanged union with dielectric gasket and bolt sleeves for 2-1/2 inch and greater shall be used for equipment connections of dissimilar metals.
- E. All ductwork connections to air handling equipment shall be made with flexible duct connectors.

3.10 ACCESSIBILITY

- A. All equipment shall be installed so as to be readily accessible for operation, maintenance, and repair, as required by the equipment manufacturer and as subject to the approval of the

Engineer.

3.11 CLEANING

- A. Each trade shall be responsible for removing all debris daily as required to maintain the work area in a neat, orderly condition.
- B. After equipment, ductwork, piping systems have been completed and tested, each entire system shall be cleaned and flushed.
- C. Prior to connection of new piping to existing piping systems, all new piping shall be subject to initial flushing, cleaning and final flushing. Provide temporary bypass piping and fittings, temporary valves and strainers, temporary water make-up piping with approved means of backflow prevention, and temporary pumps as needed to perform specified flushing and cleaning requirements.

3.12 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

- A. Electrical equipment furnished by Mechanical Trades and installed by Electrical Trades shall be turned over to Electrical Trades in good condition.
- B. Equipment and materials shall be protected from theft, injury or damage.
- C. Materials with enamel or glaze surface, shall be protected from damage by covering and/or coating as recommended in bulletin, "Handling and Care of Enameled Cast Iron Plumbing Fixtures," issued by the Plumbing Fixtures Manufacturers Association, and as approved.
- D. Coat polished or plated metal parts with white petroleum jelly immediately after installation.
- E. Protect equipment outlets, pipe and duct openings with temporary plugs or caps.
- F. Provide adequate storage for all equipment and materials delivered to the job site. Equipment set in place in unprotected areas must be provided with temporary protection.

3.13 GENERAL SUPPORT REQUIREMENTS

- A. Each mechanical trade shall provide all required supporting components to properly support their work. Supporting components/systems shall be in accordance with Code and as specified.
- B. Provide all necessary angle/brackets or supplementary steel as required for adequate support for all piping, ductwork, specialties, and equipment. Secure approval from Architect and/or Engineer, in writing, before welding or bolting to steel framing or anchoring to concrete structure.
- C. Where piping, ductwork, specialties, or equipment is supported or suspended from concrete construction, provide approved concrete inserts in formwork to receive hanger rods, such as Unistrut or Powerstrut, and where installed in metal deck, use Ramset or Welds as required.
- D. Hangers for ductwork 48 inches and wider located in Mechanical Rooms shall be sized to also support fire protection system branch piping.

3.14 DRAWINGS AND MEASUREMENTS

- A. These specifications and accompanying drawings are intended to describe and provide for finished work. They are intended to be cooperative, and what is called for by either the drawings or specifications shall be as binding as if call for by both. The work herein described shall be complete in every detail.
- B. The Drawings are not intended to be scaled for rough-in measurements, nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement shall be taken by the Contractor. The Contractor shall check latest architectural drawings to locate equipment/fixtures/etc., check latest structural drawings for interferences, etc..

3.15 EXTRA WORK

- A. For any extra work which may be proposed, the Contractor shall furnish to the General Contractor/Construction Manager, an itemized breakdown of the estimated cost of all materials and labor required to complete this work. The estimate cost breakdown shall include unit prices (same prices for increase/decrease of work) for all materials (i.e. duct, piping, valves, equipment, equipment rental, etc.) and all labor (i.e. manhours, overtime, etc.) which may be required for any proposed extra work. The Contractor shall not proceed until receiving a written order from the General Contractor establishing the agreed price and describing the work to be done.

3.16 WORK IN EXISTING BUILDINGS

- A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once work is started in the existing building, shall complete same without interruption so as to return work areas as soon as possible to Owner.
- B. Adequately protect and preserve all existing and newly installed work. Promptly repair any damage to same at Contractor's expense.
- C. Consult with the Architect and/or Engineer as to the methods of carrying on the work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Architect and/or Owner's Representative.

END OF SECTION

SECTION 23 3100

HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.

1.02 REFERENCE STANDARDS

- A. ASTM A 36/A 36M - Standard Specification for Carbon Structural Steel.
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.
- D. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems; National Fire Protection Association.
- E. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; National Fire Protection Association.
- F. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association.
- G. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum 10 years of documented experience.
- B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum 10 years of documented experience.

1.04 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A, NFPA 90B, and NFPA 96 standards.

1.05 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

1.06 COORDINATION REQUIREMENTS

- A. Sheet metal trades shall coordinate all design, construction, and installation with all other trades.
- B. Sheet metal trades shall cooperate with the Test and Balance Contractor and provide all miscellaneous caps and any other materials required for structural integrity and leakage testing of the complete ductwork system. Refer to Test and Balance specification section.
- C. Coordinate painting requirements of exposed ductwork in finished areas with specification section 09900 and color with Architect.

1.07 DESIGN REQUIREMENTS

- A. Duct sizes shown on drawings are inside clear dimensions. For lined ducts, maintain sizes inside lining.

- B. Variation of duct configuration or sizes is permitted, so long as the interior area is not reduced. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.
- C. Use material, weight, thickness, gauge, construction and installation methods as outlined in the latest addition of the following SMACNA publications, unless noted otherwise:
 - 1. HVAC Duct Construction Standards, Metal and Flexible
 - 2. HVAC Air Duct Leakage Test Manual
 - 3. HVAC Systems - Duct Design
 - 4. Rectangular Industrial Duct Construction
 - 5. Round Industrial Duct Construction
- D. Use products which conform to NFPA 90A, possessing a flame spread rating of less than 25 and a smoke developed rating of less than 50.

1.08 PRESSURE DEFINITIONS

- A. Low Pressure Ductwork: Up to 2 inches WG and velocities less than 1,500 fpm. Construct for 2 inch WG positive and negative or positive static pressures.
- B. Medium Pressure Ductwork: Greater than 2 inches WG up to 6 inches WG and velocities greater than 2,500 fpm. Construct for 6 inch WG positive and negative or positive static pressures.
- C. High Pressure Ductwork: Greater than 6 inches WG to 12 inches WG and velocities greater than 2,500 fpm. Construct for 12 inch WG positive and negative or positive static pressures.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. All Ducts: Galvanized steel, unless otherwise indicated.
- B. Low Pressure Supply (Heating Systems): 2 inch w.g. pressure class, galvanized steel.
- C. Low Pressure Supply (System with Cooling Coils): 2 inch w.g. pressure class, galvanized steel.
- D. Return and Relief: 2 inch w.g. pressure class, galvanized steel.
- E. General Exhaust: 1 inch w.g. pressure class, galvanized steel.
- F. Outside Air Intake: 1 inch w.g. pressure class, galvanized steel.
- G. Transfer Air and Sound Boots: 1/2 inch w.g. pressure class, galvanized steel with acoustical duct liner.

2.02 MATERIALS

- A. General: Non-combustible ducts, conforming to Class 1 air duct materials, or UL 181.
- B. Galvanized Steel Ducts: ASTM A 653/A 653M galvanized steel sheet, Forming Steel (FS) designation, with G90/Z275 zinc coating.
 - 1. Gaskets: Chloroprene elastomer, 40 Durometer, 1/8 inch thick, full face, one piece vulcanized or dovetail at joints.
 - 2. All reinforcement for ducts having a side dimension 48" or less shall be external. Internal reinforcement shall be acceptable only for ducts having a side dimension greater than 48 inches. Reinforcement shall be provided per SMACNA standards.
- C. Steel Ducts - Galvanized Round and Flat Oval Spiral: Galvanized sheet steel duct and fittings, lock forming quality per ASTM A527, Coating Designation G-90, factory fabricated, lock seam or welded design in accordance with SMACNA HVAC Duct Construction Standards or SMACNA

Industrial Duct Construction Standards as required based on pressure class. Flat oval and round fittings shall be factory fabricated welded design. Use of field fabricated fittings (welded design) shall only be permitted when factory fabricated fittings are unavailable.

1. Manufacturers:
 - a. Dixi-Bilt.
 - b. Semco.
 - c. LaPine Metal Products.
 - d. United-McGill.
 - e. Univarsal Spiral Air.
- D. Caulk: Elastomer caulk, UL listed and per NFPA 90A.
- E. Heat Shrinkable Sealant: Heat shrinkable polyethylene bands with heat softening epoxy for round slip fit duct joints.
- F. Sealant: Indoor/outdoor water based duct sealant. UL listed, non-toxic, water resistant, 0 smoke/flame spread, compatible with mating materials, for use on all SMACNA seal Class A, B, and C joints, for use on 1/2 - 10" wg SMACNA pressure classes.
 1. Manufacturers:
 - a. Hardcast "Duct-Seal #321" or Equal.
- G. Reinforcing and Supports:
 1. Except as otherwise indicated, provide hot-dipped galvanized steel fasteners, anchors, rods, straps, trim, and angles for support of ductwork.
 2. Welded reinforcement and supports shall be structural steel black iron painted with zinc rich paint.
 3. Screwed type and supports shall be structural steel per ASTM A36; Mill galvanized steel per ASTM A123. Fabricated sheet steel per ASTM A527, coating designation G-90.
 4. Flanges in contact with the airstream shall be of the same material as the ductwork.
 5. Bolts and fasteners for galvanized steel duct work shall be carbon steel, zinc coated per ASTM A153. Bolts and fasteners for stainless steel and PVC coated steel duct shall be stainless steel.
 6. All nonmetal ductwork shall be adequately supported by means of a fiberglass or PVC-coated hanger, straps, or steel rods.
 7. All hangers shall provide a means of vertical adjustment after erection.
- H. Hanger Rod: ASTM A 36/A 36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.03 DUCTWORK FABRICATION

- A. Low Pressure Ductwork (+/- 2 " W.G. Static Pressure Class)
 1. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
 2. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
 3. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
 4. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA

HVAC Duct Construction Standards - Metal and Flexible.

5. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Install in accordance with manufacturer's instructions.
- C. Flexible Ducts: Connect to metal ducts with liquid adhesive plus tape.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- F. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- I. Use double nuts and lock washers on threaded rod supports.
- J. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.
- K. Provide flexible duct connections where ductwork connects to fans, air handling equipment, and other rotating equipment and/or where indicated on the drawings.
- L. Provide straight runs of ductwork at fans, coils, air terminal units, and other equipment per manufacturer's recommendations.
- M. Where ducts pass through fire rated walls or floor dividing conditioned spaces from unconditioned spaces, provide a flanged duct-segment for installation during the time of construction to provide a tight seal.
- N. Where ducts pass through walls and floors, finish wall openings with metal trim strips and curb floor openings. Wood frames are not permitted.

3.02 DUCTWORK FABRICATION

- A. Verify dimensions at the site, making field measurements and drawings necessary for fabrication and erection. Check plans showing work of other trades and consult with Architect and/or Engineer in the event of any interferences.
- B. Fabricate necessary offsets and transitions to avoid interference with building construction, piping, equipment, etc. Make changes, offsets, etc. for duct obstructions per SMACNA HVAC Duct Construction Standards or SMACNA Industrial Duct Construction Standards as required based upon pressure class. However, do not reduce duct to less than 6 inches in any dimension and do not exceed an 8:1 aspect ratio. Where it is necessary to take pipes, beams, or other similar obstructions through ducts, construct easement as indicated in SMACNA HVAC Duct Construction Standards or SMACNA Industrial Duct Construction Standards. In all cases, seal to prevent air leakage.

- C. Fabricate ductwork to prevent failure under pressure or vacuum created by fast closure of ductwork devices. Provide leaktight automatic relief devices where required.
- D. Ducts or plenums of masonry construction are not acceptable.
- E. Repair galvanized surfaces damaged by the application of zinc rich paint per manufacturer's instructions.

3.03 DUCT LEAKAGE

- A. The maximum allowable total leakage rate for duct systems shall be 5% of their associated fan and/or air handling unit CFM.

3.04 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

3.05 PAINTING

- A. All ductwork exposed in finished areas (insulated and/or uninsulated) shall be painted to match the surrounding finishes. Refer to specification section 09900 - Coordinate color with Architect.

END OF SECTION

SECTION 23 3413

AXIAL HVAC FANS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Propeller fans.
- B. Motors and drives.
- C. Accessories.

1.02 REFERENCE STANDARDS

- A. ABMA STD 11 - Load Ratings and Fatigue Life for Roller Bearings; American Bearing Manufacturers Association, Inc..
- B. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc..
- C. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Ratings; Air Movement and Control Association International, Inc. (ANSI/AMCA 210, same as ANSI/ASHRAE 51).
- D. AMCA (DIR) - [Directory of] Products Licensed Under AMCA International Certified Ratings Program; Air Movement and Control Association International, Inc..
- E. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc..
- F. AMCA 301 - Methods for Calculating Fan Sound Ratings From Laboratory Test Data; Air Movement and Control Association International, Inc..
- G. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association.

1.03 SUBMITTALS

- A. Product Data: Provide data on axial fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.
- B. Shop Drawings: Indicate assembly of axial fans and accessories including fan curves with specified operating point clearly plotted, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.
- C. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum 10 years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect motors, shafts, and bearings from weather and construction dust.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. ACME Engineering and Manufacturing Corporation: www.acmefan.com.
- B. Loren Cook Company: www.lorencook.com.
- C. PennBarry: www.pennbarry.com.
- D. Greenheck.
- E. Carnes.

2.03 PROPELLER FANS

- A. Performance:
 - 1. Motor: As scheduled hp.
- B. Impeller: Shaped steel or steel reinforced aluminum blade with heavy hubs, statically and dynamically balanced, keyed and locked to shaft, directly connected to motor or provided with Direct drive.
- C. Frame: One piece, square steel with die formed venturi orifice, mounting flanges and supports, with baked enamel finish.
- D. Accessories:
 - 1. Backdraft Damper: Multiple blade with offset hinge pin, blades linked.
 - 2. Outlet Damper: Multiple blade with offset hinge pin, blades linked, line voltage motor drive, power open, spring return.
 - 3. Safety Screens: Expanded galvanized metal over inlet, motor, drive and outlet; to comply with OSHA regulations.
 - 4. Hood: Weathershield, to exclude rain and snow.
 - 5. Controller: Solid-state speed controller.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide safety screen where inlet or outlet is exposed.
- C. Provide backdraft dampers on discharge of exhaust fans and as indicated.

END OF SECTION

SECTION 23 8101

TERMINAL HEAT TRANSFER UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Unit heaters.

1.02 SUBMITTALS

- A. Product Data: Provide typical catalog of information including arrangements.
- B. Shop Drawings:
 - 1. Indicate cross sections of cabinets, grilles, bracing and reinforcing, and typical elevations.
 - 2. Submit schedules of equipment and enclosures typically indicating length and number of pieces of element and enclosure, corner pieces, end caps, cap strips, access doors, pilaster covers, and comparison of specified heat required to actual heat output provided.
 - 3. Indicate mechanical and electrical service locations and requirements.,
- C. Manufacturer's Instructions: Indicate installation instructions and recommendations.
- D. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listings.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 10 years documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 UNIT HEATERS

- A. Manufacturers:
 - 1. Trane Inc.: www.trane.com.
 - 2. Markel.
- B. Fan: Direct drive propeller type, statically and dynamically balanced, with fan guard; horizontal models with permanently lubricated sleeve bearings; vertical models with grease lubricated ball bearings.
- C. Air Outlet: Adjustable pattern diffuser on projection models and four way louvers on horizontal throw models.
- D. Motor: Permanently lubricated sleeve bearings on horizontal models, grease lubricated ball bearings on vertical models.
- E. Electrical Characteristics:
 - 1. Provide unit mounted disconnect. Provide resettable thermal overload protection for motor.

PART 3 EXECUTION

3.01 INSTALLATION

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

- B. Install equipment exposed to finished areas after walls and ceiling are finished and painted. Do not damage equipment or finishes.
- C. Unit Heaters: Hang from building structure, with pipe hangers anchored to building, not from piping. Mount as high as possible to maintain greatest headroom unless otherwise indicated.

END OF SECTION

SECTION 26 0001

GENERAL ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This Division includes all labor, materials, equipment, tools, supervision, start-up services, Owner's Instructions, including all incidental and related items necessary to complete installation and successfully test and start up and operate the Electrical Systems indicated on Drawings and described in each Section of Division 26 Specifications, and conforming with ALL other Contract Documents.
- B. The Drawings and General Provisions of the Contract, including the General Conditions, Supplementary General Conditions, and Division 1 specification sections, apply to work of Division 26 sections. The items in this section are not intended to supersede, but are supplementary to, the requirements set forth in other Divisions of the specifications.
- C. The Contractor, and his Subcontractors and Suppliers, shall include in their bid all materials, labor, and equipment involved, in accordance with all local customs, codes, rules, regulations; and secure compliance of all parts of the Specifications and Drawings regardless of Sectional inclusion in these Specifications.
- D. The Contractor shall be held responsible for the complete and satisfactory accomplishment of all Work inclusive of whatever miscellaneous material and/or appurtenances are required to perfect the installation, and demonstrate that all electrical systems will operate satisfactorily under normal operating conditions.

1.02 DRAWINGS & SPECIFICATIONS

- A. The drawings are diagrammatic and show the general location and arrangement of equipment, outlets, lights and related electrical items. They shall be followed as closely as elements of the construction will permit. The Contractor shall provide/install all electrical systems, and associated equipment, complete and include all necessary wire/conduit, pull boxes, and other components required due to interferences, space constraints, code requirements, etc. as required to provide a complete/functional system.
- B. These General Electrical Requirements are intended to augment the drawings and specifications. Should conflicts occur between the drawings and the specifications, the strictest provision shall govern. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect and/or Engineer for resolution prior to rough-in.
- C. The Contractor shall examine the drawings of all other trades in order to verify the conditions governing the work on the job site. Arrange work accordingly, providing all wiring, conduit, fittings, boxes, etc. as may be required to meet such conditions.
- D. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect and/or Engineer.
- E. The architectural and structural drawings take precedence in all matters pertaining to the building structure, mechanical drawings in all matters pertaining to mechanical trades and electrical drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect and/or Engineer for resolution.

1.03 COORDINATION OF WORK

- A. The Contractor shall verify clearance requirements of all electrical and mechanical

equipment/systems prior to the installation of any new work. Electrical equipment, wiring, systems, etc. shall not interfere with mechanical equipment spaces. The Contractor shall coordinate his work to obtain symmetry in ceiling layouts, so that sprinkler heads, lights, diffusers, etc. are coordinated and are installed per the Architectural reflected ceiling plan.

- B. The Contractor, and his Subcontractors, shall be responsible for all tasks applicable to their work in accordance with the Specifications, Drawings, and code requirements, and shall be responsible for coordinating locations and arrangements of their work to give best results with all other relevant trades.
1. Coordinate his work to obtain symmetry in ceiling layouts, so that sprinkler heads, lights, diffusers, etc. are coordinated and are installed per the Architectural reflected ceiling plan.
 2. Coordinate all wall, roof, floor penetrations, equipment pads, equipment locations, system routings, etc. with architectural and structural trades.
 3. Verify requirements of all equipment with shop drawing submittals prior to installation - notify Architect/Engineer of any conflicts between shop drawings and plans prior to rough-in.
 4. Coordinate rough-in locations and mounting heights of all devices with locations/heights of countertops/sinks/furniture/cabinets/etc. with Architectural Elevations and other trades prior to rough-in.
 5. Coordinate rough-in locations of mechanical control devices (i.e. thermostats, sensors, etc.) with mechanical trades. E.C shall provide rough-in of box for T-stat/Sensor and conduit pathway from box to mechanical unit's control box, for wiring by M.C and/or T.C.. T-stats/sensors shall be located @ 48" AFF unless noted otherwise.
 6. Coordinate locations of electrical items that require access (i.e. panelboards, starters, pull boxes, etc.) with reflected ceiling plan. Items located above hard non-accessible ceilings shall be provided with access doors as required.
 7. Do not route/locate below grade piping below, or with 45 degrees of the bottom corner of, foundation walls/footings. Coordinate with structural trades prior to installing piping. Any piping that crosses through/under foundation walls/footings shall be sleeved within a steel pipe sleeve at least 2" larger than the service pipe.
 8. Verify clearance requirements of all mechanical, electrical, plumbing equipment/systems prior to the installation of any new work. Electrical equipment, lighting, conduit, systems, etc. shall not interfere with mechanical equipment spaces. Mechanical/plumbing equipment, piping, ductwork, systems, etc. shall not interfere with electrical equipment spaces.

1.04 INSPECTION OF SITE AND PROJECT DOCUMENTATION

- A. The Contractor shall visit the site and examine/verify the conditions under which the work must be conducted before submitting proposal. The Contractor shall examine the drawings and specifications of all other trades including Mechanical, Architectural, Structural, Plumbing, and Electrical.
- B. The submitting of a proposal implies that the Contractor has visited the site, examined all contract documents, and understands the conditions under which the work must be conducted.
- C. The Contractor shall notify the Architect and/or Engineer, via written RFI prior to submitting his bid, of any potential conflicts/problems with the plans that he has identified during his inspection of the site and/or from the review of plans/specifications. RFIs must be submitted at least 5 working days prior to bid opening.

1.05 GENERAL SUPPORT REQUIREMENTS

- A. Provide all necessary angle/brackets or supplementary steel as required for adequate support for all conduit, lighting, specialties, and equipment. Secure approval from Architect and/or Structural Engineer, in writing, before welding or bolting to steel framing or anchoring to concrete

structure, or cutting/coring thru structural systems.

- B. Where conduit or equipment is supported or suspended from concrete construction, provide approved concrete inserts in formwork to receive hanger rods, such as Unistrut or Powerstrut, and where installed in metal deck, use Ramset or Welds as required.

1.06 GUARANTEE

- A. Contractor shall guarantee that all labor, materials, and equipment are free from defects and agrees to replace or repair any part of this installation which becomes defective within a period of one year from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material or installation. Acceptance date of substantial completion shall be Owner occupancy as determined by the Architect and/or Engineer.
- B. The Contractor shall file with the Owner one set of guarantees from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.07 CODES, PERMITS AND FEES

- A. Refer to Division 1, General Requirements and Supplementary Conditions.
- B. Unless otherwise indicated, all required permits, plan reviews, licenses, inspections, approvals and fees for electrical work shall be secured and paid for by the Contractor.
- C. All work shall be executed in accordance with the latest enforceable rules and regulations set forth in local and state codes.
 - 1. Electrical systems shall be installed per current jurisdictional codes (Michigan Electrical Code, Michigan Energy Code, etc.), current NFPA codes (NFPA 101, NFPA 90, NFPA 72, etc.), and applicable sections of the Michigan Building Code.
- D. In the event that the plans and specifications conflict with any rules, regulations, or codes applying, said rules, regulations and codes shall govern.
- E. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.
- F. Contractor shall prepare/submit any detailed drawings or diagrams which may be required by the governing authorities (i.e. Fire Alarm Shops/Plans/Calcs, Emergency lighting layouts/photometric calcs, etc.) & submit to AHJ for plan review/permit approval.

1.08 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

- A. All items that the Contractor proposes to use in the work, that are not specifically named in the contract documents, must be submitted for review/approval. Such items must be submitted in .pdf format to the Architect and/or Engineer for approval a minimum of seven (7) days prior to bid opening. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations. The Contractor shall call out/illustrate to the Engineer any/all differences between the basis of design and the Contractor's proposed substitution items.
- B. Lighting Substitutions:
 - 1. Furnish lighting fixtures as scheduled on drawings.
 - 2. Lighting fixture substitutions may be considered for approval by the Architect and/or Engineer only if all of the following criteria are met:
 - a. Provide specification cut sheets marked-up to clearly identify the proposed luminaire including features, options, accessories, etc. required to match products indicated in the

schedules.

- b. Submit all cut sheets, calculations, etc. to the Architect and/or Engineer no less than 7 days prior to bid date. Substitutions submitted after this date will not be considered.

1.09 MATERIAL AND EQUIPMENT MANUFACTURERS

- A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of electrical equipment and shall be the manufacturer's latest design.
- B. If equipment by an approved manufacture is other than the equipment specified as the basis of design the substituted equipment shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Substitution Items Requiring Prior Approval specified in this Section of the Specifications. All costs to make these items of equipment comply with original requirements including, but not limited to, conduit, wiring, bus work, enclosures, and building alterations shall be included in the original bid.

1.10 SHOP DRAWINGS

- A. Refer to Division 1, General Requirements.
- B. All shop drawings shall be submitted in groupings by specification section (i.e. 262416-Panelboards, 262726-Wiring Devices, etc.) and of similar and/or related items. Incomplete submittal groupings will be returned unchecked.
- C. Unless noted otherwise, submit electronically in digital .pdf form, copies of complete manufacturer's shop drawings for all electrical equipment, or systems, including but not limited to, the items listed below. Where items are referred to by symbolic designation on the drawings and specifications, all submittals shall bear the same designation. Refer to other Sections of the electrical specifications for additional requirements.
 1. 26 2416 Panelboards
 2. 26 2726 Wiring Devices
 3. 26 5100 Interior Lighting
 4. 26 5600 Exterior Lighting

1.11 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

- A. Refer to Division 1, General Requirements.
- B. Provide complete maintenance and operating instructional manuals covering all electrical equipment as specified herein, and individual equipment specification sections.
- C. The O&M data shall be bound in a suitable number of 3" or 4", 3-ring, hard cover binders. Permanently imprinted on the cover shall be the words, "Manufacturer's Operation and Maintenance Data", project title, location of project, and the date. A table of contents shall be provided in the front of each binder.
- D. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Each piece of equipment in the O&M manual shall be identified as identified on the project drawings (i.e. Transformer T-1, Distribution Panel DP-1, etc.).
- E. Internally subdivide the binder contents with permanent page dividers, organized by specification section and/or major equipment/systems (i.e. 262416_PANELBOARDS, 283100_FIRE DETECTION AND ALARM, etc.).

- F. Contents: Each volume of O&M manual shall have three parts:
1. Part 1: A directory listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: O&M data, arranged and subdivided by major equipment/systems. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers:
 - a. List of equipment.
 - b. Copies of Shop drawings and product data, approved by Architect/Engineer.
 - c. Installation and operational procedures.
 - d. Routine maintenance procedures.
 - e. Trouble shooting procedures.
 - f. Complete parts lists by nomenclature, manufacturer's part number and use.
 - g. Recommended spare parts lists.
 - h. Lubrication chart listing all types of lubricants to be used for each piece of equipment and the recommended frequency of lubrication.
 - i. Complete wiring and schematic diagrams.
 - j. Elevations and/or sections cut through all of the major equipment and sub-assemblies.
 3. Part 3: Project documents and certificates, including the following:
 - a. Warranty certificates.
 - b. Copies of approved construction permits.
 - c. Contractor's and equipment manufacturer's telephone numbers for warranty repair services.
- G. Two (2) Maintenance and Operating manuals shall be provided, in digital .pdf format, to the Architect and/or Engineer for review when construction is 75% complete.
- H. A minimum of two (2) hard copies, as well as digital .pdf format, of all approved Operation and Maintenance literature shall be furnished to the Owner within 10 days after final inspection. O&M manuals must be completed prior to start of Owner training as the manuals shall be used as the basis of the training.

1.12 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection the Contractor shall instruct Owner's designated personnel in operation, adjustment and maintenance of electrical equipment and systems at agreed upon times.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- C. Use Operation and Maintenance Manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.13 RECORD DRAWINGS

- A. Contractor shall submit to the Architect and/or Engineer, record drawings which have been neatly marked to represent as-built conditions for all new electrical work.
- B. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the concealed conditions and other items of construction on field drawings as

they occur. Proper circuiting, conduit runs, location and number of electrical devices shall be indicated on the "as-built" drawings. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request.

1.14 HAZARDOUS CONDITIONS

- A. Prior to starting work in any hazardous conditions area, the Contractor shall obtain approval from the Owner or their designated representative to perform testing and abatement, if necessary, of all hazardous materials including, but not limited to, asbestos. The Contractor shall visit the site prior to construction and indicate to the Owner's representative the areas that may need testing and abatement (i.e. existing light fixtures/ceilings/flooring that needs removal, etc.). The Contractor shall not perform any inspection, testing, containment, removal or other work that is related in any way whatsoever to hazardous materials under the contract.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All material and equipment furnished and installed by the Contractor for the permanent Work shall be new, unused, of the best quality of make specified, shall be free from defects of any character, and shall be listed as approved by the UL and/or FM.
- B. Outdoor electrical equipment shall be weatherproof, NEMA 3R or NEMA 4X (stainless steel), unless otherwise indicated.
- C. Unless otherwise specified in other Division 26 sections, the sheet metal surfaces of equipment enclosures shall be coated with a rust resisting primer. Over the primer, a corrosion resistant baked enamel finish shall be applied. The color shall be ASA No. 49, medium light gray.

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A. Install equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the drawings and specifications, report such conflicts to the Architect and/or Engineer for resolution.

3.02 CHASE, SHAFTS AND RECESSES

- A. Coordinate with architectural and other trades to ensure accurate location and size of chases, shafts and recesses.

3.03 CUTTING, CORING AND PATCHING

- A. Refer to General Conditions.
- B. The Contractor shall perform all cutting, coring, and patching that may be necessary for the installation of their Work. All cutting, coring, patching and repair work shall be performed by the Contractor through qualified Subcontractors. Contractor shall include full cost of same in his bid.
- C. Secure approval from Architect and/or Structural Engineer, in writing, before cutting, welding/bolting to, or anchoring from any structural building components (i.e. structural steel, load bearing walls, footings/foundations, concrete floors/ceilings, etc.).

3.04 EXCAVATION AND BACKFILLING

- A. Provide all excavation, trenching, tunneling and backfilling required for the electrical work.
- B. Where conduit is installed less than 2'6" below the surface of pavement, provide concrete encasement, 4" minimum coverage, all around or as shown on the electrical drawings.
- C. Install warning tape for all buried circuits.
- D. Refer to Architectural, Structural, and Site/Civil Specification sections for excavation and backfilling details.

3.05 EQUIPMENT FOUNDATIONS AND SUPPORTS

- A. Shall be as required for equipment mounting or as shown on plans.
- B. For equipment suspended from ceiling or walls, furnish and install all inserts, rods, structural steel frames, brackets and platforms required. Obtain approval of Architect and/or Structural Engineer for same including loads, locations, and methods of attachment.

3.06 SLEEVES

- A. Provide and install Schedule 40 black steel pipe sleeves, cut to length, wherever conduits pass through above grade walls and floors. Provide and install galvanized steel pipe sleeves, cut to length, wherever conduits pass through below grade foundation walls and slab on grade floors. Sleeves shall terminate flush with walls in finished areas. All sleeves through the floor are to extend two (2) inches above finish floor.
- B. Provide escutcheons at each penetration through walls, floors, and ceilings in exposed areas.
- C. Patch sleeves to match building material.

3.07 SEALING OF ELECTRICAL OPENINGS

- A. Seal the space around conduits in sleeves through walls, floors and ceilings.
- B. Refer to specification 078400-Firestopping.
- C. Provide adequate clearance to allow for proper sealing.
- D. Provide/install fireproof wall and floor sleeves as required at all applicable wall, ceiling, and floor penetrations. Refer to Architectural plans for wall assembly ratings.
- E. Sleeves placed in floors shall be flush with the underside of the floor construction and shall have planned, square ends, extending 2 inches above the finished floor, unless otherwise noted or detailed.
- F. Where sleeves pass through reinforced concrete floors, they shall be properly set in position prior to concrete pouring in such a way that they will be maintained in position until the concrete is set.
- G. Conduits passing through below grade perimeter walls or slabs on grade shall have the space between the pipe and sleeve sealed watertight with a mechanically expandable elastomer seal device.

3.08 FIRESTOP MATERIALS

- A. Refer to specification 078400-Firestopping.
- B. Use only firestop products that have been tested according to ASTM E-814 and UL 1479 for the conditions set forth regarding construction assembly type, penetrating item type, annular space requirements and fire rating.
- C. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in other related specification sections.
 - 1. For non-combustible penetrations including conduit not passing through a sleeve, the following materials are acceptable:
 - a. Hilti FS 601 Elastmeric Firestop Sealant.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. Firestop Systems.
 - 2. For non-combustible penetrations including sleeved conduits, the following materials are acceptable:

- a. Hilti FS 601 Elastmeric Firestop Sealant.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. Firestop Systems.
3. For combustible penetrations including cables and cable bundles, the following materials are acceptable:
- a. Hilti FS 611A Intumescent Firestop Sealant.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. Firestop Systems.

3.09 EQUIPMENT CONNECTIONS

- A. Make connections to equipment, fixtures and other items included in the work in accordance with the approved shop drawings and rough-in measurements furnished by the manufactures of the particular equipment furnished. All additional connections not shown on the drawings, but called out by the equipment manufacturer's shop drawings, shall be provided at no additional cost.

3.10 CLEANING

- A. Each Trade shall be responsible for removing all debris daily as required to maintain the work area in a neat, orderly condition.
- B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.11 HAZARDOUS/CLASSIFIED LOCATIONS

- A. Explosion-Proof Rated Areas: All electrical systems (i.e. conduit, fittings, circuits, devices, equipment, etc.) installed in classified areas shall be installed as required by NEC and applicable NFPA rules. Sealing fittings shall be properly installed at all required locations in accordance with code regulations. Automatic drain conduit seals shall be used wherever necessary to ensure the prevention of moisture accumulation. Approved breathers shall be installed in appropriate locations.

3.12 INSTALLATION IN PLENUM SPACES

- A. Equipment and systems installed in mechanical return air plenum spaces shall of non-combustible materials which meet building code required smoke and flame spread ratings.
- B. Coordinate location of mechanical plenum spaces with mechanical trades for plenum rated cable requirements.

3.13 PAINTING

- A. All electrical systems, equipment, conduit, etc. exposed in finished areas shall be painted to match the surrounding finishes. Refer to specification section 09900 - Coordinate color with Architect

3.14 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

- A. Equipment and materials shall be protected from theft, injury or damage.
- B. Protect equipment outlets, pipe and duct openings with temporary plugs or caps.
- C. Provide adequate storage for all equipment and materials delivered to the job site. Equipment

set in place in unprotected areas must be provided with temporary protection.

3.15 ACCESSIBILITY

- A. All equipment shall be installed so as to be readily accessible for operation, maintenance, and repair, as required by the equipment manufacturer and as subject to the approval of the Engineer.

3.16 NAMEPLATES AND DIRECTORIES

- A. Identify switchgear, unit substations, motor controls, panelboards, safety switches, etc., with manufacturer's nameplate, shop order, where applicable on composite assemblies, and designations used on the Drawings. Nameplates shall be laminated phenolic plastic, beveled edged white with engraved black letters. Except where impractical, letter and numerals shall be a minimum of 1/2 inch high. Nameplates shall be mechanically secured. Pressure sensitive nameplates are not acceptable. Panel directories shall be neatly typed, showing equipment served and location for each breaker or switch with a clear plastic protective cover.

3.17 EXTRA WORK

- A. Refer to Division 1, General Requirements.
- B. For any extra electrical work which may be proposed, the Electrical Contractor shall furnish to the General Contractor/Construction Manager, an itemized breakdown of the estimated cost of all materials and labor required to complete this work. The estimate cost breakdown shall include unit prices (same prices for increase/decrease of work) for all materials (i.e. wire, conduit, devices, equipment, equipment rental, etc.) and all labor (i.e. manhours, overtime, etc.) which may be required for any proposed extra work. The Contractor shall not proceed until receiving a written order from the General Contractor establishing the agreed price and describing the work to be done.

3.18 DRAWINGS AND MEASUREMENTS

- A. These specifications and accompanying drawings are intended to describe and provide for finished work. They are intended to be cooperative, and what is called for by either the drawings or specifications shall be as binding as if call for by both. The work herein described shall be complete in every detail.
- B. The Drawings are not intended to be scaled for rough-in measurements, nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement shall be taken by the Contractor. The Contractor shall check latest architectural drawings to locate light switches, check latest structural drawings for interferences, etc.

3.19 DEMOLITION AND REMOVAL WORK

- A. All demolition of existing electrical equipment and materials shall be done by the Contractor unless otherwise indicated.
- B. In general, demolition work is indicated on the drawings. However, the Contractor shall visit the job to determine the full extent and character of this work.
- C. The Contractor shall review all other contract documents (i.e. architectural plans, mechanical plans, etc.) to review the extent of demolition and remodeling work.
- D. Unless specifically noted, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Remove items from the systems and turn over to the Owner unless such ownership is waived. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises. Properly dispose of lighting fixture lamps and ballasts.
- E. Work that has been cut or partially removed shall be protected against damage until covered by

permanent construction.

- F. Where equipment or fixtures are removed, wire shall be removed, outlets shall be properly blanked off, and conduits capped. After alterations are done, the entire installation shall present a "finished" look, as approved by the Architect and/or Engineer. The original function of the existing electrical work to be modified shall not be changed unless required by the specific revisions shown on the drawings.
- G. The Contractor is required to maintain service by rerouting wiring for power and lights as necessary. Where walls and ceilings are to be removed as shown on the drawings, the conduit is to be cut off by the Electrical Trades so that the abandoned conduit in these walls and ceilings may be removed with the walls and ceilings by the Architectural Trades. All dead-end conduit runs shall be plugged at the remaining line outlet boxes or the panels.
- H. Where new walls, ceilings, and/or floors are installed which interfere with existing outlets, devices, etc., which are to remain, the Electrical Trades shall adjust, extend and reconnect such items as required to maintain continuity of same.
- I. Where devices on existing walls are no longer active, but wires feeding outlets are active, provide blank cover plates and box extensions are required to meet new finishes. Where devices and wires feeding them are no longer active, fill outlet boxes with plaster for finishing by others.
- J. Where circuits, conduit, boxes, etc. are no longer used/in service they shall be entirely removed back to the panel (source of power).
- K. Where shown as to use existing circuits and equipment in remodeled areas, the Contractor shall verify circuit identification, circuit loads, and as-build methods of installation to complete the demolition and new work in accordance with current codes.
- L. Conceal all electrical work wherever possible. Use of surface raceway ("Wiremold") or exposed conduits will be permitted only where approved by the Architect and/or Engineer.

3.20 WORK IN EXISTING BUILDINGS

- A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once work is started in the existing building, shall complete same work without interruption so as to return work areas as soon as possible to Owner.
- B. Adequately protect and preserve all existing and newly installed work. The Contractor shall repair any damages that they are responsible for at their expense.
- C. Consult with the Architect and/or Engineer as to the methods of carrying on the work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Architect, Engineer, and/or Owner's Representative.

END OF SECTION

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CABLES (600 V AND LESS)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wire and cable for 600 volts and less.
- B. Wiring connectors and connections.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the Drawings.
- B. Conductor sizes are based upon copper unless indicated as aluminum "AL" on the Drawings.
- C. Wire and cable routing shown on the Drawings are approximate unless dimensioned. Route wire and cable as required to meet project conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.
 - 1. Contractor shall coordinate all proposed routings through occupied areas with the Architect/Owner as required to determine acceptable appearance of new routings prior to rough-in.

PART 2 PRODUCTS

2.01 WIRING REQUIREMENTS

- A. Concealed Dry Interior Locations: Use only building wire in conduit.
 - 1. Or building wire in raceway where approved by Architect/Owner.
- B. Exposed Dry Interior Locations: Use only building wire in conduit building wire with Type THHN, THWN, XHHW insulation in conduit.
- C. Above Accessible Ceilings: Use only building wire in conduit or metal clad cable.
- D. Wet or Damp Interior Locations: Use only building wire with Type THWN, XHHW insulation in conduit.
- E. Exterior Locations: Use only building wire with Type THWN or XHHW insulation in conduit.
- F. Underground Installations: Use only building wire with Type THWN or XHHW insulation in conduit.
- G. Use stranded conductors for control circuits.
- H. Use conductor not smaller than 10 AWG for power and lighting circuits.
- I. Use conductor not smaller than 14 AWG for control circuits.

- J. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- K. Use 8 AWG conductors for 30 ampere, 120 volt branch circuits longer than 75 feet.
- L. Conductor sizes are based on copper unless indicated as aluminum or "AL".
- M. Cables for fire/smoke detection systems or for use in plenums without conduit shall be UL listed for plenum application, UL Style 1330, meeting ASTM D-2116 and ICEA color codes.
- N. All feeders not sized on the plans shall be sized by the CONTRACTOR for a maximum of 2% voltage drop. All branch circuits shall be sized for a maximum of 3% voltage drop.

2.02 WIRE MANUFACTURERS

- A. Cerro Wire Inc.: www.cerrowire.com.
- B. Industrial Wire & Cable, Inc.: www.iewc.com.
- C. Southwire Company: www.southwire.com.
- D. Royal.
- E. Rome.
- F. General Cable.
- G. Triangle.

2.03 BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor: Copper. Class B strand per ICEA S-61-402.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: NFPA 70.
 - 1. For Feeders and Branch Circuits Equal to and Smaller Than 4/0 AWG (Dry and Damp locations): Type THHN rated 90 degrees C.
 - 2. For Feeders and Branch Circuits Equal to and Smaller Than 4/0 AWG (Wet locations): Type THWN rated 90 degrees C.
 - 3. For Feeders and Branch Circuits Larger Than 4/0 AWG (Dry and Damp locations): Type XHHW rated 90 degrees C.
- E. Color Coding:
 - 1. Branch circuits shall have their insulation color coded the entire length as noted below.
 - 2. Feeder conductors shall have their ends taped, when entering junction boxes or panels, as noted below.
 - 3. Color coding shall be as follows:
 - a. 208/120 volt, 3 phase, 4 wire:
 - 1) grounded neutral - white
 - 2) phase A hot leg - black
 - 3) phase B hot leg - red
 - 4) phase C hot leg - blue
 - 5) ground - green

2.04 CONTROL WIRING

- A. Control circuit, single conductor field wire shall be No. 14 AWG, stranded copper with 30 mil thick

wall of cross linked polyethylene or polyvinyl chloride insulation rated to withstand a copper temperature of 90 degrees C. at 600 volts without deterioration. It shall meet applicable ICEA Standards.

- B. Multi conductor control cable shall consist of individual conductors, No. 14 AWG, stranded copper with 30 mil thick wall of insulation rated to withstand a copper temperature of 75 degrees C without deterioration. The insulation shall be a 20 mil wall of polyethylene with a 10 mil thick polyvinyl chloride jacket. The individual conductors shall be identified per Paragraph 5.6.3. of ICEA Publication No. S 61402 and shall be cabled together with suitable fillers and binder tape to give the completed cable a substantially circular cross section.

2.05 METAL CLAD CABLE (TYPE MC CABLE)

- A. Description: NFPA 70, Type MC.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 75 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Fittings: Shall be specifically designed for use with type MC cable.

2.06 WIRING CONNECTORS

- A. Split Bolt Connectors:
 - 1. Manufacturers:
 - a. Black Burn.
 - b. T & B.
 - c. Burndy.
- B. Solderless Pressure Connectors:
 - 1. Manufacturers:
 - a. AMP.
 - b. T & B.
 - c. 3 M.
- C. Spring Wire Connectors:
 - 1. Manufacturers:
 - a. Buchanah Model B-Cap.
 - b. 3 M Model Scotchlok or Hyflex.
 - c. Panduit Model P-Conn.
- D. Compression Connectors:
 - 1. Manufacturers:
 - a. Neer.
 - b. T & B.
 - c. Appleton.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.
- C. Verify that raceway installation is complete and supported.
- D. Verify that field measurements are as indicated.

3.02 PREPARATION

- A. Completely and thoroughly swab conduit/raceway before installing wire.

3.03 INSTALLATION

- A. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Route wire and cable as required to meet project conditions.
 - 1. Wire and cable routing indicated is approximate unless dimensioned.
 - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
- C. Use wiring methods indicated.
- D. All wiring shall be installed in conduit or approved raceway. All raceways shall be provided with a ground conductor unless noted otherwise.
- E. Use stranded conductors for control circuits.
- F. Pull all conductors into raceway at same time.
- G. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- H. Protect exposed cable from damage.
- I. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure. Do not rest cable on ceiling panels.
- J. Use suitable cable fittings and connectors.
- K. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- L. Clean conductor surfaces before installing lugs and connectors.
- M. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- N. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- O. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- P. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- Q. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.
- R. Branch circuits may be combined up to 8 conductors (A-phase, B-phase, C-phase, neutral and A-phase, B-phase, C-phase, neutral) and 2 ground conductors in conduit. Contractor shall be responsible for derating conductors as required by N.E.C Article 310, Note 8.
- S. Do not share neutral conductor on load side of dimmers.

- T. Branch circuit neutral conductors: The use of multi-wire branch circuits with a common neutral is not permitted. Each branch circuit shall be furnished and installed with an accompanying neutral conductor sized the same as the phase conductor.

END OF SECTION

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding components.
- B. Provide all components necessary to complete the grounding system(s) consisting of:
 - 1. New grounding for new circuits connected to existing/new metal underground water pipe.
 - 2. New grounding for new circuits connected to existing/new bonding to reinforcing steel in foundation footing.
 - 3. New grounding for new circuits connected to existing/new metal frame of the building.
 - 4. New Concrete-encased electrode.
 - 5. New Rod electrodes.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association.
- B. NFPA 99 - Standard for Health Care Facilities; National Fire Protection Association.

1.03 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms.

1.04 SUBMITTALS

- A. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- B. Project Record Documents: Record actual locations of components and grounding electrodes.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience with service facilities within 100 miles of Project.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- D. The Contractor shall be responsible for providing all grounding required in accordance with NEC and local code requirements. Grounding shown on the plans is minimum required.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cooper Power Systems: www.cooperpower.com.
- B. Lightning Master Corporation: www.lightningmaster.com.
- C. American Electric.
- D. Chance.
- E. Burndy.
- F. Cadweld.

2.02 GENERAL

- A. The contractor shall install a grounding system in accordance with the drawings, specifications, and with the National Electrical Code, NEMA, USASI, and IEEE Standards, latest editions. The ground bar at the main service disconnect shall be bonded to the water mains, structural steel, driven ground rods, etc. by grounding electric code conductors as required for a code compliant grounding system. Maximum grounding resistance shall be achieved per NEC requirements.

2.03 ELECTRODES

- A. Manufacturers:
 - 1. Cooper Power Systems: www.cooperpower.com.
 - 2. Framatome Connectors International: www.fciconnect.com.
 - 3. Lightning Master Corporation: www.lightningmaster.com.
 - 4. Chance.
 - 5. American Electric - Blackburn.
- B. Rod Electrodes: Copper-clad steel.
 - 1. Diameter: 3/4 inch (19 mm).
 - 2. Length: 10 feet (3000 mm).

2.04 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.
 - 1. Manufacturers: Chance, Burndy, American Electric - Blackburn.
- B. Exothermic Connections:
 - 1. Product: Cadweld.
- C. Wire: Stranded copper.
- D. Foundation Electrodes: #1/0 AWG minimum.
- E. Grounding Electrode Conductor: Size to meet NFPA 70 N.E.C. code requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 INSTALLATION

- A. Install ground electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
- B. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing. Bond steel together.
- C. Provide bonding to meet requirements described in Quality Assurance.
- D. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- E. Ground cables shall be protected by sleeves where the cables extend through a concrete surface. Ground inserts shall be used where ground cables extending through the surface would be exposed to damage during or after construction.
- F. Where ground cables are installed in metallic conduit, the cables shall be bonded to the conduit

at both ends of the run.

- G. Welds on ground cables shall be cleaned and painted with an asphalt base paint where buried underground or imbedded in concrete.
- H. Install a minimum #12 AWG green grounding wire for each branch circuit. The grounding wire shall be connected to the grounding terminal bus bars in panelboards, and these bars shall be grounded to the building's grounding system.
- I. On projects involving additions to existing buildings, the new building addition's foundation steel reinforcing shall be bonded to the existing building's grounding electrode system with a minimum #2 CU ground wire.

END OF SECTION

SECTION 26 0529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Anchors and fasteners.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized. All structural supports and channels shall be manufactured from a minimum of #16 gauge ASTM A570 grade 33 steel.
- C. Anchors and Fasteners:
 - 1. Do not use spring clips.
 - 2. Obtain permission from ENGINEER before using powder-actuated anchors.
 - 3. Concrete Structural Elements: Use precast inserts, expansion anchors, or preset inserts.
 - 4. Steel Structural Elements: Use beam clamps or welded fasteners.
 - 5. Concrete Surfaces: Use expansion anchors.
 - 6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
 - 7. Solid Masonry Walls: Use expansion anchors or preset inserts.
 - 8. Sheet Metal: Use sheet metal screws.
- D. Formed Steel Channel:
 - 1. Product: B-Line Strut.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
 - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

2. Obtain permission from Engineer before drilling or cutting structural members.
- B. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- C. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall.
- E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

SECTION 26 0534

CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit, fittings and conduit bodies.

1.02 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC).
- D. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- E. NECA 101 - Standard for Installing Steel Conduit (Rigid, IMC, EMT); National Electrical Contractors Association.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association.
- G. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; National Electrical Manufacturers Association.
- H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit; National Electrical Manufacturers Association.
- I. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing; National Electrical Manufacturers Association.
- J. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 SUBMITTALS

- A. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches (51 mm) in diameter.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.
- C. Explosion-Proof Rated Areas: All conduits installed in explosion proof areas shall be PVC coated galvanized rigid steel conduit with explosion-proof fittings rated for the Hazardous Class Division as required by NEC and applicable NFPA rules. Sealing fittings shall be properly installed at all required locations in accordance with code regulations. Automatic drain conduit seals shall be used wherever necessary to ensure the prevention of moisture accumulation. Approved breathers shall be installed in appropriate locations.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept conduit on site. Inspect for damage.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.06 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.
 - 1. Contractor shall coordinate all proposed routings through occupied areas with the Architect/Owner as required to determine acceptable appearance of new routings prior to rough-in
- E. Coordinate painting requirements of exposed conduit in finished areas with specification section 09900 and color with Architect.

PART 2 PRODUCTS

2.01 CONDUIT REQUIREMENTS

- A. Conduit Size: Comply with NFPA 70.
 - 1. Minimum Size: 3/4 inch (19 mm) where concealed within inaccessible construction (i.e. within walls, above drywall ceilings, etc.), 1/2" minimum elsewhere.
- B. Underground Installations:
 - 1. More than 5 Feet (1.5 Meters) from Foundation Wall: Use galvanized rigid steel conduit, thickwall nonmetallic conduit, or thinwall nonmetallic conduit.
 - 2. Within 5 Feet (1.5 Meters) from Foundation Wall: Use galvanized rigid steel conduit, or thickwall nonmetallic conduit.
 - 3. In or Under Slab on Grade: Use galvanized rigid steel conduit, or thickwall nonmetallic conduit.
 - 4. Minimum Size: 1 inch (25 mm).
- C. Outdoor Locations Above Grade: Use galvanized rigid steel conduit.
- D. In Slab Above Grade:
 - 1. Use galvanized rigid steel conduit.
 - 2. Maximum Size Conduit in Slab: 3/4 inch (19 mm); 1/2 inch (13 mm) for conduits crossing each other.
- E. Wet and Damp Locations: Use galvanized rigid steel conduit or rigid aluminum conduit
- F. Dry Locations:
 - 1. Concealed: Use galvanized rigid steel conduit or electrical metallic tubing.
 - 2. Exposed: Use galvanized rigid steel conduit or electrical metallic tubing.
- G. Transformer and Motor Connections:
 - 1. Liquidtight flexible metal conduit (maximum length shall be 3'-0").
- H. Lighting fixtures:
 - 1. Interior: From junction box to lighting fixture shall be flexible metal conduit (maximum length shall be 6'-0").
 - 2. Exterior: From junction box to lighting fixture shall be liquidtight flexible metal conduit (maximum length shall be 3'-0").

- I. AC/MC Cable:
 - 1. Use for concealed branch circuit drops to devices or light fixtures. Do not use AC/MC cable for homeruns to panelboards.
- J. Control Wiring (fire alarm, clock systems, bell systems, paging systems, sound systems, security systems, temperature controls systems):
 - 1. Use electrical metallic tubing, except when making final connection to moving equipment where flexible conduit or sealtite should be used.

2.02 METAL CONDUIT

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedtube.com.
 - 2. Beck Manufacturing, Inc.: www.beckmfg.com.
 - 3. Wheatland Tube Company: www.wheatland.com.
 - 4. Century.
- B. Rigid Steel Conduit: ANSI C80.1. Galvanized Rigid Steel (GRS).
- C. Rigid Aluminum Conduit: ANSI C80.5.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.
 - 1. Connectors and couplings shall be threaded, set-screw, or compression type, and concrete tight and/or rain tight where required.
 - 2. Locknuts shall be malleable iron or steel. Bushings shall be malleable iron, steel, or plastic. Malleable iron or steel bushings shall be zinc or cadmium plated and shall have insulating insert of thermostatic plastic molded and locked into bushing ring. Plastic bushings shall be thermostatic phenolic insulating type. Use of non-rigid plastic bushings is prohibited.

2.03 FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.: www.afcweb.com.
 - 2. Electri-Flex Company: www.electriflex.com.
 - 3. International Metal Hose: www.metalhose.com.
- B. Description: Interlocked steel construction.
- C. Fittings: NEMA FB 1. cast fittings.
- D. Flexible metal conduit shall have a separate grounding conductor.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.: www.afcweb.com.
 - 2. Electri-Flex Company: www.electriflex.com.
 - 3. International Metal Hose: www.metalhose.com.
 - 4. Anaconda Type "UA" for less than 1-1/4" and Type "EF" for larger than 1-1/2".
- B. Description: Interlocked steel construction with PVC jacket.
- C. Fittings: NEMA FB 1. cast fittings.
- D. Flexible metal conduit shall have a separate grounding conductor.

2.05 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedtube.com.
 - 2. Beck Manufacturing, Inc.: www.beckmfg.com.
 - 3. Wheatland Tube Company: www.wheatland.com.
- B. Description: ANSI C80.3; galvanized tubing.
- C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron set screw type.
 - 1. Connectors and couplings shall be threaded, set-screw, or compression type, and concrete tight and/or rain tight where required.
 - 2. Locknuts shall be malleable iron or steel. Bushings shall be malleable iron, steel, or plastic. Malleable iron or steel bushings shall be zinc or cadmium plated and shall have insulating insert of thermostatic plastic molded and locked into bushing ring. Plastic bushings shall be thermostatic phenolic insulating type. Use of non-rigid plastic bushings is prohibited.

2.06 NONMETALLIC CONDUIT

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.: www.afcweb.com.
 - 2. Electri-Flex Company: www.electriflex.com.
 - 3. Carlon.
- B. Description: NEMA TC 2; Schedule 40 = Thinwall; 80 = Thickwall PVC.
- C. Fittings and Conduit Bodies: NEMA TC 3.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify routing and termination locations of conduit prior to rough-in.
- B. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

- A. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install steel conduit as specified in NECA 101.
- C. Install nonmetallic conduit in accordance with manufacturer's instructions.
- D. Arrange supports to prevent misalignment during wiring installation.
- E. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- F. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- G. Fasten conduit supports to building structure and surfaces under provisions of Section 26 0529.
- H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- I. Do not attach conduit to ceiling support wires.
- J. Arrange conduit to maintain headroom and present neat appearance.

- K. Route exposed conduit parallel and perpendicular to walls.
- L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- M. Route conduit in and under slab from point-to-point.
- N. Do not cross conduits in slab.
- O. Maintain adequate clearance between conduit and piping.
- P. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- Q. Cut conduit square using saw or pipecutter; de-burr cut ends.
- R. Bring conduit to shoulder of fittings; fasten securely.
- S. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- T. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations, and to cast boxes.
- U. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size. Elbows larger than 3" dia. shall be long radius elbows.
- V. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- W. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control, and expansion joints.
- X. Provide suitable pull string in each empty conduit except sleeves and nipples.
- Y. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Z. Ground and bond conduit under provisions of Section 26 0526.
- AA. Identify conduit under provisions of Section 26 0553.
- BB. Underground exterior conduits shall be sloped away from the building at a minimum of 4" per 100' or 0.33%.
- CC. Install insulating bushings at open ends of telephone, data, video, security, etc. conduits.
- DD. Drawstrings shall be provided for all new empty conduits. Drawstring shall be wax impregnated, nylon, or other synthetic material resistant to moisture and mildew to prevent deterioration.
- EE. All underground conduits and/or duct banks shall be installed 24" minimum below grade (unless noted otherwise) and shall slope minimum of 0.33% to manholes, handholes, cable vaults, or other structures.

3.03 FIRESTOPPING

- A. Use only firestop products that have been tested according to ASTM E-814 and UL 1479 for the conditions set forth regarding construction assembly type, penetrating item type, annular space requirements and fire rating.
- B. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
 - 1. For non-combustible penetrations including conduit not passing through a sleeve, the following materials are acceptable:
 - a. Hilti FS 601 Elastmeric Firestop Sealant.
 - b. 3 M.

- c. CSD Sealing Systems.
- d. Firestop Systems.
2. For non-combustible penetrations including sleeved conduits, the following materials are acceptable:
 - a. Hilti FS 601 Elastmeric Firestop Sealant.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. Firestop Systems.
3. For combustible penetrations including cables and cable bundles, the following materials are acceptable:
 - a. Hilti FS 611A Intumescent Firestop Sealant.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. Firestop Systems.
4. For large or complex penetrations involving multiple conduits, cable trays, electrical busway, etc. the following materials are acceptable:
 - a. Hilti FS 635 Firestop Compound.
 - b. 3 M.
 - c. CSD Sealing Systems.
 - d. International Protective Coatings - KBS Sealbags.

3.04 PAINTING

- A. All conduit exposed in finished areas shall be painted to match the surrounding finishes. Refer to specification section 09900 - Coordinate color with Architect.

END OF SECTION

SECTION 26 0537

BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association.
- C. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- E. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 SUBMITTALS

- A. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Provide products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- C. Pull boxes, junction boxes, and cable support boxes of proper size and design shall be provided in accordance with the N.E.C. and as required to facilitate installation of wires. All boxes shall be sized in accordance with the N.E.C. Covers shall be gasketed and held in place with corrosion resistant machine screws. Cable supports for vertical runs shall be provided at code required locations, within pull or junction boxes. Boxes shall be NEMA 12 for inside and NEMA 4 for outside use where exposed to the weather or where otherwise called for on the drawings.

PART 2 PRODUCTS

2.01 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.
 - 2. Concrete Ceiling Boxes: Concrete type.
- B. Cast Boxes: NEMA FB 1, Type FD, cast ferrous alloy. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- C. Wall Plates for Finished Areas: As specified in Section 26 2726.
- D. Outlet and switch boxes shall be minimum of 2-1/8" deep. When installed in a poured wall a 2-1/2" minimum deep box shall be used. When installed in masonry a 3-1/2" minimum deep box shall be used.

- E. Use 2-gang 4" square boxes with single plaster rings for single device outlets.
- F. Outlet boxes installed in hazardous areas shall be approved for the Hazardous Class, Division and Group as required by N.E.C. and/or identified on the drawings.

2.02 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 2716.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Smooth cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: "ELECTRIC".
- E. Fiberglass Handholes: Die molded glass fiber hand holes:
 - 1. Composite handholds shall be constructed of polymer concrete and reinforced by a heavy weave fiberglass. The handholes shall have internal dimensions indicated on plans, minimum size 36"L x 24"W x 30"Deep. The material shall have the following properties:
 - a. Compressive strength: 11,000 PSI; Tensile strength: 1,700 PSI; Flexural strength: 7,500 PSI.
 - 2. Cable Entrances: Pre-cut 4 x 4 inch cable entrance mouseholes at center bottom of each side.
 - 3. Cover: Glass fiber weatherproof cover with nonskid finish, stainless steel screws, and labeled "ELECTRIC".
 - 4. Provide all accessories (i.e top/bottom extensions, etc.) as required to accommodate conduit routings into/out of the handholes.
 - 5. Manufacturer:
 - a. Hubbell, Quazite.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify locations of boxes and outlets in offices and work areas with Owner prior to rough-in.
- B. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose.

3.02 INSTALLATION

- A. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- C. Coordinate installation of outlet boxes for equipment connected under Section 26 2717.
- D. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- E. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.

- F. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726.
- G. Maintain headroom and present neat mechanical appearance.
- H. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- I. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
- J. Provide identification labels on all junction boxes indicating what systems/equipment circuits are feeding (i.e. Lights in Room #102) and where they are being fed from (i.e. Panel LP-1)
- K. Install boxes to preserve fire resistance rating of partitions and other elements.
- L. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- M. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- N. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- O. Use flush mounting outlet box in finished areas.
- P. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- Q. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
- R. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- S. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- T. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- U. Use adjustable steel channel fasteners for hung ceiling outlet box.
- V. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches (305 mm) of box.
- W. Use gang box where more than one device is mounted together. Do not use sectional box. Telephone/Data gang boxes shall be separate from power device gang boxes.
- X. Use 2-gang 4" square boxes with single plaster rings for single device outlets.
- Y. Use cast outlet box in exterior locations and wet locations.
- Z. Large Pull Boxes (boxes larger than 100 cubic inches in volume or 12 inches in any dimension): Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.03 ADJUSTING

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closures in unused box openings.

3.04 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 0553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.
- D. Underground wiring tape.
- E. Panel schedules.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Brady Corporation: www.bradycorp.com.
- B. Seton Identification Products: www.seton.com/aec.
- C. Thomas & Betts.
- D. Panduit.

2.02 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on white background.
- B. Locations:
 - 1. Each electrical distribution and control equipment enclosure (including starters, disconnects, panelboards, breakers at distribution panels, etc.).
 - 2. Communication cabinets.
- C. Letter Size:
 - 1. Use 1/2 inch letters for identifying equipment and loads. Identification shall indicate where the load is fed from.

2.03 WIRE MARKERS

- A. Description: Vinyl cloth type self-adhesive wire markers.
- B. Description: tape or split sleeve type wire markers.
- C. Locations: Each conductor at panelboard gutters, pull boxes, and junction boxes each load connection.
 - 1. Identify circuit feeder numbers at all wiring devices (receptacle, light switches, dimmers, etc.) with a self-adhesive wire marker taped to the back of the device cover plate.

D. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
2. Control Circuits: Control wire number indicated on shop drawings.

2.04 CONDUIT MARKERS

A. Description: Size: 1-1/8"x4-1/2" minimum. Color: Background color as specified below with black lettering.

B. Location: Furnish markers for each conduit longer than 6 feet (2 m).

C. Spacing: 20 feet (6 m) on center.

D. Color:

1. Fire Alarm System: Red.
2. Telephone System: Blue.
3. 4800 Volt System: Orange.

E. Legend:

1. 480 Volt System: 480 Volt.
2. 277 Volt System: 277 Volt.
3. 240 Volt System: 240 Volt.
4. 208 Volt System: 208 Volt.
5. Fire Alarm System: Fire Alarm.
6. Telephone System: Telephone.
7. 4800 Volt System: 4800 Volt.

2.05 UNDERGROUND WARNING TAPE

A. Description: 4 inch (100 mm) wide plastic tape, detectable type colored red with suitable warning legend describing buried electrical lines.

2.06 PANEL SCHEDULES

A. Each panel shall have a typewritten panel schedule indicating loads. A clear plastic cover over the schedule shall be provided to protect it.

B. Existing panel schedules shall be improved to indicate all existing loads and/or updated to indicate all changes that have occurred during renovation. Typing over writing over existing entries on existing schedules is not acceptable. A new schedule shall be provided. Entries must be in type written form.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

A. Install nameplates and labels parallel to equipment lines.

B. Secure nameplates to equipment front using screws or rivets.

C. Secure nameplates to inside surface of door on panelboard that is recessed in finished locations.

D. Identify underground conduits using underground warning tape. Install one tape per trench at 3 inches (75 mm) below finished grade.

- E. Identify all boxes for fire alarm circuits by painting cover plates red.

END OF SECTION

SECTION 26 2416

PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Power distribution panelboards.
- B. Lighting and appliance panelboards.
- C. Overcurrent protective devices for panelboards.

1.02 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision D.
- B. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; National Electrical Contractors Association.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- E. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association.
- F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association.
- G. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- H. NFPA 70 - National Electrical Code; National Fire Protection Association.
- I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 67 - Panelboards; Current Edition, Including All Revisions.
- L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- B. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.
- C. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
 - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 - 5. Notify ENGINEER of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.07 MAINTENANCE MATERIALS

- A. Furnish two of each panelboard key.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. General Electric Company: www.geindustrial.com.
- B. Schneider Electric; Square D Products: www.schneider-electric.us.
- C. Siemens.

2.02 ALL PANELBOARDS

- A. Provide products listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet (2,000 m).
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- C. Short Circuit Current Rating: Refer to plans – Contractor shall verify AIC with local utility prior to ordering panelboards.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.

1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 3. Fronts:
 - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
 - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.03 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
 1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
 2. Phase and Neutral Bus Material: Aluminum.
 - a. Provide double neutral bus where scheduled.
 3. Ground Bus Material: Aluminum.
 - a. Provide insulated ground bus where scheduled.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
 1. Provide surface-mounted or flush-mounted enclosures as indicated.
 2. Provide clear plastic circuit directory holder mounted on inside of door.
- F. Manufacturers:
 1. Square D NQ or NF type. BASE BID SQUARE D.
 2. Equal by approved manufacturer may be bid as alternate.
- G. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- H. Minimum Integrated Short Circuit Rating: As indicated on drawings or minimum as listed below.
 1. 208/240 Volt Panelboards: 14,000 amperes rms symmetrical.

2. 480/277 Volt Panelboards: 22,000 amperes rms symmetrical.
- I. Molded Case Circuit Breakers: Thermal magnetic trip circuit breakers, bolt-on type, with common trip handle for all poles; UL listed.
 1. Type SWD for lighting circuits.
 2. Type HACR for air conditioning equipment circuits.
 3. Class A ground fault interrupter circuit breakers where scheduled.
 4. Do not use tandem circuit breakers.
 5. Lock-on devices shall be provided for all branch circuits supplying exit lighting, un-switched night lighting, emergency lighting, security systems, clock and program systems, and/or fire alarm.
- J. Enclosure: NEMA PB 1, Type 1. (Type 3R for exterior locations).
- K. Cabinet Front: Flush or Surface (as noted on plans) cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.

2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 3. Conductor Terminations:
 - a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install panelboards securely, in a neat and workmanlike manner in accordance with NECA 1 (general workmanship), NECA 407 (panelboards), and NEMA PB 1.1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 0529.
- E. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- F. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.

- G. Provide grounding and bonding in accordance with Section 26 0526.
- H. Install all field-installed branch devices, components, and accessories.
- I. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.
- J. Install panelboards plumb. Install recessed panelboards flush with wall finishes.
- K. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.
- L. Provide filler plates to cover unused spaces in panelboards.
- M. Provide computer-generated circuit directory for each lighting and appliance panelboard, and each power distribution panelboard provided with a door, clearly and specifically indicating the loads served. Identify spares and spaces.
- N. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- O. Provide identification nameplate for each panelboard in accordance with Section 26 0553.
- P. Provide arc flash warning labels in accordance with NFPA 70.
- Q. Provide spare conduits out of each recessed panelboard to an accessible location above ceiling/ in crawl space/to j-box/etc. for future use. Identify each as SPARE.
 - 1. Minimum spare conduits: 5 empty 1 inch (DN27). Spare conduits shall be stubbed up into an accessible ceiling space, or floor below.

3.02 FIELD QUALITY CONTROL

- A. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- B. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA STD ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 400 amperes. Tests listed as optional are not required.
- C. Correct deficiencies and replace damaged or defective panelboards or associated components.
- D. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

3.03 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.

END OF SECTION

SECTION 26 2717

EQUIPMENT WIRING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical connections to equipment.

1.02 REFERENCE STANDARDS

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
- B. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.04 COORDINATION

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
 - 1. Colors: Conform to NEMA WD 1.
 - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
 - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Disconnect Switches: As specified in Section 26 2818, 26 2913 and in individual equipment sections.
- C. Wiring Devices: As specified in Section 26 2726.
- D. Flexible Conduit: As specified in Section 26 0534.
- E. Wire and Cable: As specified in Section 26 0519.
- F. Boxes: As specified in Section 26 0537.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations. Maximum length shall be 6 feet. Minimum size shall be 3/4" diameter.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 26 2726

WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

1.02 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification; Revision G.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F.
- C. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
- E. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.
- G. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- H. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cooper Wiring Devices: www.cooperwiringdevices.com.
- B. Leviton Manufacturing, Inc.: www.leviton.com.
- C. Hubbell.
- D. Bryant.

2.02 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.03 WALL SWITCHES

- A. All Wall Switches: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Wall Switches: NEMA WD 1, General Duty, Spec. Grade, AC only general-use snap switch. Switches shall be binding screw type, side and back wired type.
 - 1. Body and Handle: Ivory plastic with toggle handle. Coordinate color selection with Architect prior to ordering.
 - 2. Ratings: Match branch circuit and load characteristics.
- C. Single Pole Single Throw Wall Switches
 - 1. Products:
 - a. Hubbell 1221.
 - b. Arrow Hart 1991.
 - c. Leviton 1221.
- D. Three Way Wall Switches
 - 1. Products:
 - a. Hubbell 1223.
 - b. Arrow Hart 1993.
 - c. Leviton 1223.
- E. Four Way Wall Switches
 - 1. Products:
 - a. Hubbell 1224.
 - b. Arrow Hart 1994.
 - c. Leviton 1224.

2.04 RECEPTACLES

- A. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.
- B. Receptacles: NEMA WD 1, General duty, Spec. Grade, grounded type
 - 1. Configuration: NEMA WD 6, type as specified and indicated.
- C. 20 Amp Duplex Convenience Receptacles.
 - 1. Hubbell 5362.
 - 2. Arrow Hart 5362.

3. Leviton 5362.
 4. Device Body: Ivory; Coordinate color selection with Architect prior to ordering. All devices on emergency circuits shall be red in color.
- D. 20 Amp GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.
1. Hubbell.
 2. Arrow Hart.
 3. Leviton.
 4. Device Body: Ivory. Coordinate color selection with Architect prior to ordering. All devices on emergency circuits shall be red in color.
 5. GFCI receptacles shall meet UL 2003 standards.

2.05 WALL PLATES

- A. All Wall Plates: Comply with UL 514D.
1. Configuration: One-piece cover as required for quantity and types of corresponding wiring devices.
 2. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Interior wall plates:
1. Stainless Steel Cover Plates:
 - a. Hubbell "S" series.
 - b. Leviton 8400 series.
 - c. Arrow Hart "S" series.
- C. Exterior wall plates:
1. WeatherProof (WP) Cover Plates (where located outdoors and where indicated on plans as "WP"): Raintight/gasketed, clear impact resistant thermoplastic, spring retained cover with offset device opening for cord exit.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.
- G. Verify door openings/swings with Architectural trades prior to installation.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install wall switches with OFF position down.
- J. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- K. Do not share neutral conductor on branch circuits utilizing wall dimmers.
- L. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- M. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- N. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- O. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
- P. Use jumbo size plates for outlets installed in masonry walls.
- Q. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.04 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 26 0537 to obtain mounting heights indicated on drawings.
- B. Install wall switches, dimmers, motor control switches, and fire alarm pull stations at 50 inches to center of box above finished floor. For CMU walls - 48" to top of box above finished floor.
- C. Install convenience receptacles 18 inches (450 mm) above finished floor to center of box (not otherwise specified).
- D. Install convenience receptacles in CMU walls at 16 inches above floor to bottom of box.
- E. Unless noted otherwise, install GFI receptacles in toilet rooms, janitor closets, and storage rooms 48 inches to top of the box above floor.

- F. Install convenience receptacles 6 inches (150 mm) above counter. Or as required to accommodate the counter construction - refer to Architectural elevations.
- G. Install fire alarm horns, strobes, speakers at 96 inches above floor (to top of box) or 6 inches below ceiling, whichever is less. But no lower than 80" above finish floor.
- H. Coordinate the installation of wiring devices with underfloor duct service fittings provided under Section 26 0540.
- I. Coordinate all finishes and colors of wiring devices with Architect prior to ordering.

3.05 FIELD QUALITY CONTROL

- A. Inspect each wiring device for damage and defects.
- B. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- C. Test each receptacle to verify operation and proper polarity.
- D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- E. Correct wiring deficiencies and replace damaged or defective wiring devices.
- F. NOTE: All receptacles in Wet Locations (e.g. Outdoors, Below Grade, Carwashes, etc.) and/or Damp Locations (e.g. Basements, Crawlspace, Cold storage areas, Under outdoor canopies, etc.) shall be "Weather Resistant" (WR) rated.

3.06 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.07 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 26 2813

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fuses.

1.02 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.04 MAINTENANCE MATERIALS

- A. Furnish three of each size and type fuse installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cooper Bussmann, Inc.: www.cooperbussmann.com.
- B. GE Industrial: www.geindustrial.com.
- C. Mersen (formerly Ferraz Shawmut): ferrazshawmut.mersen.com.
- D. Littelfuse, Inc.: www.littelfuse.com.

2.02 FUSES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Main Service Switches Larger than 600 amperes: Class L (time delay).
- H. Main Service Switches: Class RK1 (time delay).
- I. Power Load Feeder Switches Larger than 600 amperes: Class L (time delay).
- J. Power Load Feeder Switches: Class RK1 (time delay).
- K. Motor Load Feeder Switches: Class RK1 (time delay).

- L. Other Feeder Switches Larger than 600 amperes: L time delay.
- M. Other Feeder Switches: Class RK1 (time delay).
- N. General Purpose Branch Circuits: Class RK1 (time delay).
- O. Motor Branch Circuits: Class L time delay.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

SECTION 26 5100

INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaires.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association.
- C. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; National Electrical Contractors Association.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association.
- E. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association.
- F. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate dimensions and components for each fixture that is not a standard product of the manufacturer.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70 and NFPA 101.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

1.06 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

- A. All items that the CONTRACTOR proposes to use in the work, that are not specifically named in the contract documents, must be submitted for review/approval. Such items must be submitted in duplicate to the ARCHITECT and/or ENGINEER for approval a minimum of ten (10) days prior to bid opening. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.

B. Lighting Substitutions:

1. Furnish lighting fixtures as scheduled on drawings.
2. Lighting fixture substitutions may be considered for approval by the ARCHITECT/ENGINEER only if all of the following criteria are met:
 - a. Provide specification cut sheets marked-up to clearly identify the proposed luminaire including features, options, accessories, etc. required to match products indicated in the schedules.
 - b. Provide detailed point-by-point lighting calculations for all areas proposed luminaire will be installed.
 - c. Submit all cut sheets, calculations, etc. to the ARCHITECT/ENGINEER no less than 10 days prior to bid date. Substitutions submitted after this date will not be considered.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acuity/Lithonia Lighting.
- B. Eaton/Cooper Lighting.
- C. Hubbell Lighting.
- D. Or as noted in lighting schedule on the drawings.

2.02 LUMINAIRES

- A. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- B. Provide products that comply with requirements of NFPA 70 and NFPA 101.
- C. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- D. Unless otherwise indicated, provide complete luminaires including LED light source, lamp(s) and all sockets, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

2.03 LUMINAIRES

- A. Furnish products as indicated in Schedule included on the Drawings.

2.05 LAMPS

- A. All LED light sources or Lamps:
 1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
 2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
 3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
 4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the ENGINEER to be inconsistent in perceived color temperature.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship), NECA 500 (commercial lighting), and NECA 502 (industrial lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Install suspended luminaires using pendants supported from swivel hangers (except where noted to use chain hangers). Provide pendant length required to suspend luminaire at indicated height.
- F. Support luminaires independent of ceiling framing.
- G. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- H. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- I. Install wall mounted luminaires at height as indicated on Drawings or in Architectural plans.
- J. Install accessories furnished with each luminaire.
- K. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within fixture; use flexible conduit.
- L. Connect luminaires to branch circuit outlets provided under Section 26 0537 using flexible conduit.
- M. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- N. Bond products and metal accessories to branch circuit equipment grounding conductor.
- O. All night lights, emergency lights, and exit signs shall be circuited from the unswitched hot leg of the general lighting circuit for the area served by the night/emergency/exit lights.
- P. Coordinate location of emergency battery ballast unit remote test switch/charge light with Architect prior to rough-in.
- Q. Remote mount battery packs for emergency ballasts in ceiling spaces above heated areas for outdoor emergency fixtures.

3.02 FIELD QUALITY CONTROL

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.

3.03 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosures.
- D. Clean photometric control surfaces as recommended by manufacturer.

E. Clean finishes and touch up damage.

3.04 SCHEDULE - See Drawings

END OF SECTION

SECTION 26 5600

EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior luminaires.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NECA/IESNA 501 - Recommended Practice for Installing Exterior Lighting Systems.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.
- D. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
- C. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.
- C. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- D. All lighting systems shall provided/installed to meet applicable building codes (i.e. N.E.C, Life Safety Code NFPA 101, Energy Code, etc.).
 - 1. Contractor shall design/provide/install lighting controls (i.e. occupancy sensors, lighting relay control panels, photocells, etc.) as required to comply with the Michigan Energy Code.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.
- C. Receive, handle, and store wood poles in accordance with ANSI O5.1.

1.07 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

- A. All items that the CONTRACTOR proposes to use in the work, that are not specifically named in the contract documents, must be submitted for review/approval. Such items must be submitted in duplicate to the ARCHITECT and/or ENGINEER for approval a minimum of ten (10) days prior to

bid opening. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.

B. Lighting Substitutions:

1. Furnish lighting fixtures as scheduled on drawings.
2. Lighting fixture substitutions may be considered for approval by the ARCHITECT/ENGINEER only if all of the following criteria are met:
 - a. Provide specification cut sheets marked-up to clearly identify the proposed luminaire including features, options, accessories, etc. required to match products indicated in the schedules.
 - b. Provide detailed point-by-point lighting calculations for all areas proposed luminaire will be installed.
 - c. Submit all cut sheets, calculations, etc. to the ARCHITECT/ENGINEER no less than 10 days prior to bid date. Substitutions submitted after this date will not be considered.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton/Cooper Lighting Group.
- B. Acuity/Lithonia.
- C. Hubbell Lighting Group Products.
- D. Or as noted in lighting schedule on the drawings.

2.02 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the Drawings.

2.03 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- D. Unless otherwise indicated, provide complete luminaires including LED light sources, lamp(s) and all sockets, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.

- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship) and NECA/IESNA 501 (exterior lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Install accessories furnished with each luminaire.
- F. Bond products and metal accessories to branch circuit equipment grounding conductor.
- G. All night lights, emergency lights, and exit signs shall be circuited from the unswitched hot leg of the general lighting circuit for the area served by the night/emergency/exit lights.

3.02 FIELD QUALITY CONTROL

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products.

3.03 CLEANING

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosure.
- D. Clean photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

3.04 SCHEDULE - See Drawings

END OF SECTION

SECTION 31 05 13

SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subsoil materials.
 - 2. Topsoil materials.

- B. Related Sections:
 - 1. Section 31 05 16 – Aggregates for Earthwork.
 - 2. Section 31 23 23 - Fill.
 - 3. Section 32 91 19 - Landscape Grading.
 - 4. Section 32 92 19 - Seeding.

1.2 REFERENCES

- A. MDOT Standards:
 - 1. Michigan Department of Transportation Standard Specifications for Construction.

- B. ASTM International:
 - 1. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Sieve Analysis: Submit sieve analysis of imported materials.

- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each soil material from single source throughout the Work.

PART 2 PRODUCTS

2.1 SUBSOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Subsoil Type S1:

1. ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetable, contaminants and other deleterious matter.
2. Material shall be acceptable to the Soils Engineer or Architect in the absence thereof.

2.2 TOPSOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Topsoil Type S2:
 1. Screened, fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds, and other litter or stones larger than 1/2 inch.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and analysis of soil material.
- B. When analysis indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Remove excavated materials not intended from reuse, from site.
- B. Remove excavated materials not meeting specified requirements from site.
- C. Excavated materials not used on site shall become property of the Contractor and are the Contractor's responsibility to remove and dispose of in accordance with all state, county and local laws.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by the Owner and/or Architect/Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Stockpile topsoil 8 feet high maximum.
- E. Prevent intermixing of soil types or contamination.
- F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 05 16

AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fine aggregate materials.

- B. Related Sections:
 - 1. Section 31 05 13 - Soils for Earthwork: Fill and grading materials.
 - 2. Section 31 22 13 - Rough Grading.
 - 3. Section 31 23 17 - Trenching.
 - 4. Section 31 23 23 - Fill.
 - 5. Section 32 11 23 - Aggregate Base Courses.
 - 6. Section 32 91 19 - Landscape Grading.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

- B. MDOT Standards:
 - 1. Michigan Department of Transportation Standard Specifications for Construction.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Materials Source: Submit name of imported materials suppliers.

- C. Sieve Analysis: Submit sieve analysis for aggregate materials.

- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.

- B. Perform Work in accordance with 2012 MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

2.1 FINE AGGREGATE MATERIALS

- A. Fine Aggregate Type A1:
 - 1. Conforming to MDOT Class II standard for granular material up to 3" diameter.

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and inspection services.
- B. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM C136.
- C. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate aggregate materials from on-site locations as indicated as specified in Section 31 22 13.
- B. Stockpile excavated material meeting requirements for fine aggregate materials.
- C. Remove excess excavated materials not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for fine aggregate materials from site.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Owner.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris.
 - 2. Removing designated trees, shrubs, and other plant life.
 - 3. Excavating topsoil.
- B. Related Sections:
 - 1. Section 31 22 13 - Rough Grading.

1.2 REFERENCES

- A. MDOT Specifications:
 - 1. Michigan Department of Transportation Standard Specifications for Construction.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for soil erosion controls.
- B. Perform Work in accordance with 2012 MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life to remain is tagged or identified.

3.2 PREPARATION

- A. Call Local Utility Line Information service not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities to remain, from damage.
- B. Protect trees, plant growth, and features to remain, as final landscaping as specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Protect bench marks, survey control points, and existing structures to remain from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, and root system.

3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- C. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile to depth not exceeding 8 feet and protect from erosion.
- D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 31 22 13

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating subsoil.
 - 2. Cutting, grading, filling, rough contouring, and compacting site for site structures, building pads, and aggregate base courses.

- B. Related Sections:
 - 1. Section 31 05 16 – Aggregates for Earthwork: Soils for fill.
 - 2. Section 31 10 00 - Site Clearing: Excavating topsoil.
 - 3. Section 31 23 16 - Excavation: Building excavation.
 - 4. Section 31 23 17 - Trenching: Trenching and backfilling for utilities.
 - 5. Section 31 23 23 - Fill: General building area backfilling.
 - 6. Section 32 91 19 - Landscape Grading: Finish grading with topsoil to contours.

1.2 REFERENCES

- A. Michigan Department of Transportation:
 - 1. 2012 MDOT Standard Specifications for Construction.

- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 3. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: as specified in Section 31 05 13.

- B. Subsoil Fill: as specified in Section 31 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Protect utilities to remain from damage.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, survey control point, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.
- B. Do not excavate wet subsoil.
- C. Remove excess subsoil not intended for reuse, from site.
- D. Stockpile subsoil to depth not exceeding 8 feet and protect from erosion.
- E. Stability: Replace damaged or displaced subsoil as specified for fill.

3.4 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building minimum 5 percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D136.
- C. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Tests:
 - 1. Provide a minimum of 1 subgrade compaction test for each 2,000 square feet of building pad.
 - 2. Provide a minimum of 1 subgrade compaction test for each 1,000 square yards of gravel parking lot.
 - 3. Provide a minimum of 1 subgrade compaction test for each 1,000 square feet of concrete paving.

3.7 SCHEDULES

- A. Subsoil Fill:
 - 1. General Fill: Type S1 to subgrade elevation; compacted to 95% maximum density.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating for building foundations.
 - 2. Excavating for slabs-on-grade.

- B. Related Sections:
 - 1. Section 31 05 13 - Soils for Earthwork: Stockpiling excavated materials.
 - 2. Section 31 05 16 – Aggregates for Earthwork: Materials for fill.
 - 3. Section 31 22 13 - Rough Grading: Topsoil and subsoil removal from site surface.
 - 4. Section 31 23 17 - Trenching: Excavating for utility trenches.
 - 5. Section 31 23 23 - Fill.

1.2 REFERENCES

- A. Michigan Department of Transportation:
 - 1. 2012 MDOT Standard Specifications for Construction.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Protect utilities to remain from damage.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, survey control points, existing structures to remain, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATION

- A. Excavate subsoil to accommodate building foundations, slabs-on-grade and site structures.

- B. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 17 and Section 31 23 23.
- C. Slope banks with machine to angle of repose or less until shored.
- D. Do not interfere with 45 degree bearing splay of foundations.
- E. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- F. Trim excavation. Remove loose matter.
- G. Notify Architect/Engineer of unexpected subsurface conditions.
- H. Correct areas over excavated with fill Type A1 specified in Section 31 05 16.
- I. Remove excess and unsuitable material from site.
- J. Stockpile excavated material in area designated on site in accordance with Section 31 05 13.
- K. Repair or replace items indicated to remain damaged by excavation.

3.3 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 31 23 17

TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating trenches for utilities from 5 feet outside building.
 - 2. Compacted fill from top of utility bedding to subgrade elevations.
 - 3. Backfilling and compaction.

- B. Related Sections:
 - 1. Section 31 05 13 - Soils for Earthwork: Soils for fill.
 - 2. Section 31 05 16 – Aggregates for Earthwork.
 - 3. Section 31 22 13 - Rough Grading: Topsoil and subsoil removal from site surface.
 - 4. Section 31 23 16 - Excavation: General building excavation.
 - 5. Section 31 23 23 - Fill: General backfilling.
 - 6. Section 32 91 19 - Landscape Grading: Filling of topsoil over backfilled trenches to finish grade elevation.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 2. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

- B. Michigan Department of Transportation
 - 1. 2012 MDOT Standard Specifications for Construction.

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction.

1.5 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Fill: Type S1 as specified in Section 31 05 13.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Architect/Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- C. Protect bench marks, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Maintain and protect above and below grade utilities indicated to remain.

3.3 TRENCHING

- A. Excavate subsoil required for utilities.
- B. Do not advance open trench more than 200 feet ahead of installed pipe.
- C. Cut trenches sufficiently wide to enable installation.
- D. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.
- E. Excavate trenches to depth required for installation of utilities. Provide uniform and continuous bearing and support for bedding material and pipe.
- F. Do not interfere with 45 degree bearing splay of foundations.
- G. Slope side walls of excavation starting 2 feet above top of pipe.
- H. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth until suitable material is encountered.
- I. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Fill Type A1 as specified in Section 31 05 16 and compact to density equal to or greater than requirements for subsequent backfill material.

- J. Trim excavation. Remove loose matter.
- K. Correct areas over excavated areas with compacted backfill as specified for authorized excavation.
- L. Remove excess subsoil not intended for reuse, from site.
- M. Stockpile excavated material in area designated on site in accordance with Section 31 05 13.

3.4 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
 - 1. 12 inches compacted depth.
- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Do not leave trench open at end of working day.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- C. When tests indicate Work does not meet specified requirements, [remove Work, replace, compact, and retest.
- D. Frequency of Tests: one test for each 100 lineal feet of trench.

3.7 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.8 SCHEDULE

- A. General Trenching:
1. Cover pipe and bedding with Fill Type S1 to subgrade elevation.
 2. Compact uniformly to minimum 95 percent of maximum density.

END OF SECTION

SECTION 31 23 23

FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Backfilling building perimeter to subgrade elevations.
 - 2. Backfilling site structures to subgrade elevations.
 - 3. Fill under building slab-on-grade.
 - 4. Fill for over-excavation.

- B. Related Sections:
 - 1. Section 31 05 13 - Soils for Earthwork: Soils for fill.
 - 2. Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.
 - 3. Section 31 22 13 - Rough Grading: Site filling.
 - 4. Section 31 23 16 - Excavation.
 - 5. Section 31 23 17 - Trenching: Backfilling of utility trenches.
 - 6. Section 32 91 19 - Landscape Grading: Filling of topsoil to finish grade elevation.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 2. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

- B. Michigan Department of Transportation:
 - 1. 2012 MDOT Standard Specifications for Construction.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Fill: Type S1 as specified in Section 31 05 13.

- B. Structural Fill: Type A5 as specified in Section 31 05 16.

PART 3 EXECUTION

3.1 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.

3.2 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation walls.
- G. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- H. Slope grade away from building minimum 5 percent slope for minimum distance of 10 ft, unless noted otherwise.
- I. Make gradual grade changes. Blend slope into level areas.
- J. Remove surplus backfill materials from site.
- K. Leave fill material stockpile areas free of excess fill materials.

3.3 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Within Building Areas: Plus or minus 1 inch from required elevations.
- C. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.
- D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform in place compaction tests in accordance with the following:

1. Density Tests: ASTM D2922.
 2. Moisture Tests: ASTM D3017.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Frequency of Tests:
1. Provide a minimum of 1 subgrade compaction test for each 1,000 square feet of building pad.
 2. Provide a minimum of 1 subgrade compaction test for each 1,000 square feet of concrete paving.
 3. Provide a minimum of 1 subgrade compaction test for each 1,000 square yards of proposed gravel parking.

3.5 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

3.6 SCHEDULE

- A. Exterior Concrete Paving:
1. Fill Type S1, 12 inch lifts to subgrade elevation, compacted to 95 percent.
- B. Foundation backfill:
1. Fill Type S1, to subgrade elevation, compact uniformly to 95 percent of maximum density.
- C. Fill to Correct Over-excavation:
1. Fill Type A1, flush to required elevation, compact uniformly to density required for subsequent fill.

END OF SECTION

SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate base course.
- B. Related Sections:
 - 1. Section 31 05 16 – Aggregates for Earthwork:
 - 2. Section 31 22 13 - Rough Grading: Preparation of site for base course.
 - 3. Section 31 23 17 - Trenching: Compacted fill under base course.
 - 4. Section 31 23 23 - Fill: Compacted fill under base course.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 2. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- B. Michigan Department of Transportation:
 - 1. 2012 MDOT Standard Specifications for Construction.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Fine Aggregate: Fill Type A1 as specified in Section 32 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted substrate is dry.
 - 1. Proof roll substrate in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.

- C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Place aggregate equal thickness layers to total compacted thickness of indicated on Drawings.
 - 1. Maximum Layer Compacted Thickness: 6 inches.
 - 2. Minimum Layer Compacted Thickness: 3 inches.
- B. Roller compact aggregate to density scheduled in this section.
- C. Level and contour surfaces to elevations, profiles, and gradients indicated.
- D. Maintain optimum moisture content of fill materials to attain specified compaction density.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation From Flat Surface: 1/4 inch measured with 10 foot straight edge.
- C. Maximum Variation From Thickness: 1/4 inch.
- D. Maximum Variation From Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Compaction testing will be performed in accordance with ASTM D2922 and ASTM D3017.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Frequency of Tests: One test for every 1000 square yards of each layer compacted aggregate.

3.6 COMPACTION

- A. Compact materials to specified density as determined in accordance with ASTM D2922 and ASTM D3017.

3.7 SCHEDULES

- A. Building Slab-on-Grade Base Course: Aggregate A1, 12 inches compacted thickness, compacted to 98% maximum density.
- B. Concrete Paving Base Course: Aggregate A1, 12 inches compacted thickness, compacted to 95% maximum density.

END OF SECTION

SECTION 32 13 13

CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concrete paving for:
 - a. Concrete sidewalks.
- B. Related Requirements:
 - 1. Section 03 30 00 – Concrete materials and accessories.
 - 2. Section 32 11 23 - Aggregate Base Courses: base course.
 - 3. Section 32 91 19 - Landscape Grading: Preparation of subsoil at pavement perimeter.

1.2 REFERENCE STANDARDS

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
- B. ASTM International:
 - 1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 3. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 4. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 5. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 - 6. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 7. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit data on curing compounds.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section.

1.6 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

2.1 CONCRETE PAVING

- A. Form Materials:
 - 1. Form Materials: As specified in Section 03 30 00.
 - 2. Joint Filler: Type A as specified in Section 03 30 00.
- B. Reinforcement:
 - 1. Reinforcing Steel and Wire Fabric: As specified in Section 03 30 00.
- C. Concrete Materials:
 - 1. Concrete Materials: As specified in Section 03 30 00

2.2 MIXES

- A. Concrete Mix: As specified in Section 03 30 00

2.3 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1, Class A.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify compacted base is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. Moisten substrate to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manhole or catch basin frames with oil to prevent bond with concrete paving.

3.3 INSTALLATION

- A. Forms:
 - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
 - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- B. Reinforcement:
 - 1. Place reinforcing at mid-height of paving.
 - 2. Interrupt reinforcing at expansion joints.
- C. Placing Concrete:
 - 1. Place concrete in accordance with ACI 301.
 - 2. Ensure reinforcing, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
 - 3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
 - 4. Place concrete to joint pattern indicated.
- D. Joints
 - 1. Place expansion joints at intervals indicated in Drawings.
 - 2. Place joint filler between paving components and building or other appurtenances.
 - 3. Provide scored or sawn joints at intervals indicated on Drawings.
- E. Finishing:
 - 1. Area Paving: Light broom.
 - 2. Sidewalk Paving: Light broom.
 - 3. Direction of Texturing: Perpendicular to traffic direction.
- F. Curing and Protection
 - 1. Place curing compound on exposed concrete surfaces immediately after finishing.
 - 2. Protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 - 3. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- C. Maximum Variation From True Position: 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting, testing.
- B. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- C. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
 - 3. Sample concrete and make one set of three cylinders for each class of concrete at each project site.
 - a. Make additional sets of cylinders if concrete delivery is suspended for longer than 7 consecutive days at any individual site.
 - 4. Make one additional cylinder during cold weather concreting, and field cure.
- D. Field Testing:
 - 1. Slump Test Method: ASTM C143/C143M.
 - 2. Air Content Test Method: ASTM C173/C173M.
 - 3. Temperature Test Method: ASTM C1064/C1064M.
 - 4. Measure slump and temperature for each compressive strength concrete sample.
 - 5. Measure air content in air entrained concrete for each compressive strength concrete sample.
- E. Cylinder Compressive Strength Testing:
 - 1. Test Method: ASTM C39/C39M.
 - 2. Test Acceptance: Average compressive strength of three consecutive test maximum 150 psi less than specified compressive strength.
 - 3. Test one cylinder at 7 days.
 - 4. Test two cylinders at 28 days.
 - 5. Dispose remaining cylinders when testing is not required.
- F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit pedestrian or vehicular traffic over paving for 7 days minimum after finishing.

END OF SECTION

SECTION 32 91 19
LANDSCAPE GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Final grade topsoil for finish landscaping.

- B. Related Sections:
 - 1. Section 31 22 13 - Rough Grading: Site contouring.
 - 2. Section 31 23 17 - Trenching: Backfilling trenches.
 - 3. Section 31 23 23 - Fill: Backfilling at building areas.
 - 4. Section 32 05 13 - Soils for Exterior Improvements.
 - 5. Section 32 92 19 - Seeding and Soil Supplements: Finish ground cover.

1.2 REFERENCES

- A. Michigan Department of Transportation:
 - 1. 2012 MDOT Standard Specifications for Construction.

1.3 QUALITY ASSURANCE

- A. Furnish each topsoil material from single source throughout the Work.
- B. Perform Work in accordance with MDOT Standard Specifications for Construction.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Topsoil: Fill Type S2, as specified in Section 31 05 13.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify building and trench backfilling have been inspected.
- C. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

- A. Protect landscaping and other features remaining as final Work.
- B. Protect existing structures, sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove contaminated subsoil.
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, is required to nominal depth of 6 inches. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to building, and improvements to prevent damage.
- E. Lightly compact placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fertilizing.
 - 2. Seeding.
 - 3. Hydroseeding.
 - 4. Mulching.
 - 5. Maintenance.

- B. Related Sections:
 - 1. Section 32 05 13 - Soils for Exterior Improvements: Topsoil material.
 - 2. Section 32 91 19 - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the Work of this section.

1.2 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.

1.4 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. Seed Mixture:
 - 1. All seed to be used shall be labeled in accordance with the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act and shall be in accordance with the State seed rules and regulations. Seed mixture shall be "Sunny Mix" with composition of 50% Kentucky Blue Grass, 25% Creeping Red Fescue and 25% Perennial Rye Grass, by weight. Common varieties of specified seed mix will be permitted.

2.2 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil: Fertilizer shall be Starter blend, high phosphorous, 15-30-15 composition.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

3.2 FERTILIZING

- A. Apply fertilizer at application rate recommended by manufacturer.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine used to apply seed.
- D. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- E. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.3 SEEDING

- A. Apply seed at rate of 6 to 7 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.

- D. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- E. Immediately following seeding and compacting, apply mulch to a uniform covering. Maintain clear of shrubs and trees.
- F. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

END OF SECTION