

SPECIFICATIONS FOR

THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER

**1360 Tanyard Road
Sewell, New Jersey 08080**

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

2023 Science Lab Classroom Renovations

**1360 Tanyard Road
Sewell, New Jersey 08080**

Architect:

Garrison Architects
713 Creek Road
Bellmawr, NJ 08031
(856) 396-6200

Construction Manager:

GREYHAWK
2000 Midlantic Drive Suite 210
Mount Laurel, NJ 08054
(856) 722-1800

Mechanical, Electrical & Plumbing Engineer:

Mulhern Consulting Engineers
321 South York Road
Hatboro, PA 19040
(215) 293-9900

ISSUED FOR BID: January 13, 2023

GA# 21-156

INDEX TO THE SPECIFICATIONS

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
		Bidder's Checklist	2 Pages
		Notice to Bidders	2 Pages
		Instructions to Bidders	12 Pages
		Bid Form	3 Pages
		Acknowledgment of Receipt of Addenda/ Clarification	1 Page
		Statement of Ownership	5 Pages
		Bid Bond	2 Pages
		Consent of Surety	1 Page
		Total Amount of Uncompleted Contracts	1 Page
		No Material Adverse Change in Qualification	1 Page
		Hold Harmless Agreement	1 Page
		Certification Regarding the Debarment, Suspension, Ineligibility & Voluntary Exclusion	2 Pages
		Certification of Non-Debarment for Federal Government Contracts	4 Pages
		Affirmative Action Requirements	1 Page
		Exhibit B - Mandatory Affirmative Action	3 Pages
		Non-Collusion Affidavit	1 Page
		Appendix A Americans with Disabilities Act of 1990	1 Page
		C.271 Political Contribution Disclosure Form	4 Pages
		Disclosure of Investment Activities in Iran	1 Page
		Performance and Payment Bond	2 Pages
		Maintenance Bond	2 Pages
		Initial Project Manning Report	2 Pages
	A101	Standard Form of Agreement Between Owner and Contractor	13 Pages

A201 General Conditions of the Contract for Construction AIA Document A201-2017 85 Pages

1

GENERAL REQUIREMENTS

01010 Summary of Work 01010-1 to 01010-3
01040 Coordination 01040-1 to 01040-2
01045 Cutting and Patching 01045-1 to 01045-3
01095 Reference Standards and Definitions 01095-1 to 01095-8
01200 Project Meetings 01200-1 to 01200-2
01210 Allowances 01210-1 to 01210-2
01300 Submittals 01300-1 to 01300-7
Shop Drawing Cover Page 1 Page
Request for Substitutions 2 Pages
01310 Construction Progress Documentation 01310-1 to 01310-4
01500 Construction Facilities and Temporary Controls 01500-1 to 01500-7
01600 Materials and Equipment 01600-1 to 01600-3
01700 Contract Closeout 01700-1 to 01700-6
01740 Warranties and Bonds 01740-1 to 01740-2
01770 Selective Demolition 01770-1 to 01770-6

6

WOOD AND PLASTICS

06100 Rough Carpentry 06100-1 to 06100-10

7

THERMAL AND MOISTURE PROTECTION

07210 Building Insulation 07210-1 to 07210-3
07270 Firestopping 07270-1 to 07270-4
07920 Joint Sealants 07920-1 to 07920-7

9

FINISHES

09255 Gypsum Board Assemblies 09255-1 to 09255-8
09510 Acoustical Ceilings 09510-1 to 09510-4
09651 Resilient Tile Flooring 09651-1 to 09651-5

9		<u>FINISHES (Continued)</u>	
	09900	Painting	09900-1 to 09900-9
10		<u>SPECIALTIES</u>	
	10426	Interior Room Signs	10426-1 to 10426-3
	10522	Fire Extinguishers, Cabinets and Accessories	10522-1 to 10522-2
11		<u>EQUIPMENT</u>	
	11070	Science Lab Furniture and Equipment	11070-1 to 11070-15
	11080	Laboratory Fume Hoods	11080-1 to 11080-7
15		<u>MECHANICAL</u>	
	15010	General Requirements	15010-1 to 15010-13
	15110	Basic Materials and Methods	15110-1 to 15110-7
	15180	Insulation	15180-1 to 15180-3
	15190	Testing and Balancing	15190-1 to 15190-6
	15720	Water Circulating Systems	15720-1 to 15720-2
	15810	Air Handling Equipment	15810-1 to 15810-3
	15860	Duct Systems	15860-1 to 15860-5
	15930	Facility Management Control Systems	15930-1 to 15930-3
15		<u>PLUMBING</u>	
	15015	General Requirements	15015-1 to 15015-13
	15115	Basic Materials and Methods	15115-1 to 15115-10
	15185	Insulation	15185-1 to 15185-2
	15410	Water Supply Systems (Interior)	15410-1 to 15410-2
	15420	Soil and Waste System	15420-1
	15440	Gas Piping System	15440-1 to 15440-2
	15450	Plumbing Fixtures and Equipment	15450-1 to 15450-2
	15475	Acid Resistant Waste Vent and Neutralizing System	15475-1 to 15475-2

15

PLUMBING (Continued)

15570 Automatic Sprinkler System 15570-1 to 15570-3

16

ELECTRICAL

16100 General Electrical 16100-1 to 16100-19

16200 Electrical Work Practices 16200-1 to 16200-23

16300 Electrical Materials 16300-1 to 16300-29

16400 Lighting System 16400-1 to 16400-7

16550 Systems Pathways 16550-1 to 16550-4

BIDDER'S CHECKLIST

- Bidder's Checklist (This Form) – Please include this form in the bid submission with each item included in the bid submission checked off within the circle for that item.

**FAILURE TO SUBMIT THE FOLLOWING FORMS WITH THE BID SHALL BE CAUSE FOR
AUTOMATIC REJECTION**

- Bid Form
- Acknowledgment of Receipt of Addenda / Clarifications. If no Addenda / Clarifications are issued, form shall still be submitted, with the applicable box checked on the form
- Statement of Ownership
- Bid Bond
- Consent of Surety
- Total Amount of Uncompleted Contracts Affidavit (Form DPMC 701)
- No Material Adverse Change in Qualification

THE FOLLOWING FORMS ARE REQUESTED TO BE SUBMITTED WITH THE BID

- Notice of Classification issued by the State of New Jersey Department of the Treasury Division of Property Management and Construction
- Hold Harmless Agreement
- Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification of Non-Debarment for Federal Government Contracts
- Affirmative Action Requirements
- Exhibit B Mandatory Equal Employment Opportunity Language
- Non-Collusion Affidavit
- C.271 Political Contribution Disclosure Form
- Disclosure of Investment Activities in Iran

BIDDER'S CHECKLIST

- Public Works Contractor Registration Certificate
- Business Registration Certificate

THE FOLLOWING INFORMATION IS TO BE PROVIDED IN THE CASE OF ALL PRIME SUBCONTRACTORS (DEFINED AS THOSE SUBCONTRACTORS THAT WILL FURNISH LABOR OF THE VARIOUS TRADES GOVERNED BY N.J.S.A. 18A:18A-18(B): GENERAL CONSTRUCTION, PLUMBING, HVAC, ELECTRIC). UNDERLINED ITEMS MUST BE SUBMITTED WITH THE BID. ALL OTHER ITEMS ARE REQUESTED TO BE SUBMITTED WITH THE BID BUT MUST BE PROVIDED PRIOR TO CONTRACT AWARD

- A valid and active DPMC Notice of Classification,
- A Total Amount of Uncompleted Contracts Affidavit (form DPMC 701)
- No Material Adverse Change in Qualification Form
- Trade License (if applicable)
- Business Registration Certificate
- Public Works Contractor Registration Certificate

TRADE	Prime Subcontractor Name	DPMC Notice of Class	Uncompleted Contracts	No Material Change	Trade License	Bus. Reg.	Public Works Certificate
GENERAL					N/A		
HVAC							
PLUMBING							
ELECTRICAL							

NOTICE TO BIDDERS

Sealed bids will be received by The Board of Education of the Vocational School District of the County of Gloucester at the Gloucester County Institute of Technology Board Office located in the 600 Wing at 1360 Tanyard Road, Sewell, New Jersey 08080 until **3:00 P.M.** local time on **Wednesday, February 8, 2023** and will be publicly opened and read immediately thereafter, at said place for the **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations.**

It is expressly understood that the Bidder is responsible for getting the bid to the Business Administrator prior to the time and date set for the bid opening. Bids shall be addressed to the Owner whose name appears in Paragraph 1a of the Instructions to Bidders; it shall be mailed or delivered to the address stated herein, enclosed in an opaque sealed envelope, marked with the name of the Project and Bidder as described in the Notice to Bidders; and must be received by not later than the time designated in the Advertisement. No responsibility will attach to Architect or Owner for premature opening of a bid which is not properly identified. Any bid received after the closing time will be returned unopened. In order to be considered, bids must be sealed, with the outer envelope clearly marked with the name of the Bidder and the following **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations.**

The Bidders are requested to submit, in accordance with N.J.S.A. 18A:18A-18(b)(2), one Lump Sum Bid for all the work and materials. Bidders and/or their Prime Subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) in each of the following categories, pursuant to N.J.S.A. 18A:18A-26 et seq.: C008 – General Construction or C009 General Construction / Alterations and Additions; C032 – HVACR; C030 – Plumbing; and C047 – Electrical; The Bidder and named Prime Subcontractor, defined as those listed in N.J.S.A. 18A:18A-18, listed must be pre-qualified prior to the date that bids are received.

Electronic Copies of the Bid Documents may be obtained by contacting Garrison Architects via email at jangelo@garrisonarch.com There is no charge for obtaining an electronic copy of the Bid Documents.

Bids must be accompanied by a certified check, bank cashier's check, treasurer's check or Bid Bond in the form provided in the Contract Documents, with corporate surety satisfactory to the Owner, in an amount of 10% of the Base Bid (but in no case in excess of \$20,000.00, pursuant to N.J.S.A. 18A:18A-24), naming as payee or obligee, as applicable, **The Board of Education of the Vocational School District of the County of Gloucester**, to be retained and applied by the undersigned as provided in the Contract Documents in case the successful Bidder defaults in executing the Agreement or furnishing the bonds and insurance certificates as required by the Contract Documents.

Prospective Bidders are advised that this Project is one which will be subject to and will be governed by provisions of New Jersey laws governing (a) Prequalification of Bidders N.J.S.A. 18A:18A-26 et seq.; (b) Prevailing Wage Rates N.J.S.A. 34:11-56.27; (c) Use of Domestic Materials, N.J.S.A. 18A:18A-20 (d) Ownership Disclosure Certification N.J.S.A. 52:25-24.2; and (e) disclosure of investment activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4 in accordance with to N.J.S.A. 52:32-57, et seq.

NOTICE TO BIDDERS

The Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq. requires that the Bidder and Named Prime Subcontractors must be registered at the time of Bid. The Owner is requesting that copies of the Certificates be included in the Bidder's Bid Package, but Bidder must provide copies of the Certificates no later than the time of award. Pursuant to N.J.S.A. 52:32-44 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of their Registration with the New Jersey Department of Treasury, Division of Revenue before the contracting agency may enter into a contract with the business. In addition, and pursuant to N.J.S.A. 18A:18A-25, each bid must be accompanied by a certificate from a surety company stating it will provide said Bidder with a bond in such sum as required by the above referenced statute.

No bid may be withdrawn for a period of sixty (60) days after the dates set for the opening thereof. The right is reserved to reject all bids pursuant to N.J.S.A. 18A:18A-22 or to waive minor informalities or non-material exceptions. Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The Time Schedule for the project is as follows:

Friday	01/13/23	Bid packages available via Electronic Delivery
Tuesday	01/17/23	Pre-bid meeting at 3:00 P.M. at the Gloucester County Institute of Technology Board Office located in the 600 Wing at 1360 Tanyard Road, Sewell, New Jersey 08080. Attendance at the Pre-Bid meeting is not mandatory, but strongly recommended.
Wednesday	01/25/23	Deadline for Questions at 5:00 P.M. (email to jangelo@garrisonarch.com)
Friday	01/27/23	Addendum Issued to Bidders, if necessary
Wednesday	02/08/23	Bids Due at 3:00 P.M. at the Gloucester County Institute of Technology Board Office located in the 600 Wing at 1360 Tanyard Road, Sewell, New Jersey 08080.

By Order of the Board of Education of the Vocational School District of the County of Gloucester
Amy Capriotti, CPA, Assistant Superintendent of Business / Board Secretary

INSTRUCTIONS TO BIDDERS

(The following instructions shall be adhered to in the preparation of this bid by the bidder.)

1. DEFINITIONS

- a. Owner: The term "Owner" as used in the Contract Documents refers to

**The Board of Education of the Vocational School District of the
County of Gloucester
1360 Tanyard Road
Sewell, New Jersey 08080**
- b. Architect: The term "Architect" refers to Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031, (856) 396-6200, Fax (856) 396-6205.
- c. Construction Manager: The term "Construction Manager" refers Greyhawk, 2000 Midlantic Drive, Suite 210, Mount Laurel, New Jersey 08057, Telephone (856) 722-1800, Fax (856) 722-1806.
- d. Contractor: The term "Contractor" refers to the bidder to whom an award is made to perform the work under the Contract enumerated in the Notice to Bidders.
- e. School Facilities Project: This is the construction project which is the subject of this specification.

2. PREPARATION OF BIDS

- a. Bids shall be submitted on the Bid Form. All blank spaces of the form shall be fully completed in accordance with these instructions, without variation, and there shall be no interlineations, deletions or additions. Base Bid Sum shall include the allowance and shall be stated both in writing and in figures; and, in case of discrepancy, written words shall be considered as being the Base Bid Sum.

Submit bid in duplicate (1 original and 1 copy).

- b. Bids shall not contain recapitulations of the work to be done. No oral, telegraphic or telephonic communications or modifications shall be considered.
- c. Bids shall be addressed to the Owner whose name appears in Paragraph 1a of the Instructions to Bidders; it shall be mailed or delivered to the address stated in the Advertisement, enclosed in an opaque sealed envelope, marked with the name of the Project and bidder as described in the Notice to Bidders; and must be received by not later than the time designated in the Advertisement. No responsibility will attach to Architect or Owner for premature opening of a bid which is not properly identified.

INSTRUCTIONS TO BIDDERS

3. DISCREPANCIES OR OMISSIONS: BIDDER'S RESPONSIBILITY

- a. Bidders who find discrepancies in or omissions from the Contract Documents or are in doubt as to their meaning should at once notify the Architect in writing no later than 5:00 P.M. on the date set forth in the "Notice to Bidders". If it is deemed necessary, instructions in the form of Addenda / Clarifications to Specifications and / or Drawings will be issued to all bidders by email on the date set forth in the "Notice to Bidders". Owner or Architect will not be responsible for any oral instructions. **It will be assumed with the submission of the bid that the bidder has fully examined the site, the Drawings and the Specifications, and has made provisions for construction under the conditions as set forth and is responsible for seeing that his proposed Subcontractors are familiar with requirements of Contract Documents so far as applicable to their work.**
- b. Bids shall be based upon Drawings, Specifications and other documents constituting the Contract Documents referred to in the Advertisement, bound herewith, including related Addenda / Clarifications issued by Garrison Architects, and may not be withdrawn for a period of 60 days after date set for receiving bids. Any bid which has been opened by the Owner may not be withdrawn during the period specified in the Advertisement except as specifically permitted by law.

4. BID SECURITY: FORFEITURE

- a. Bids shall be accompanied by a bid guarantee in the form of a Bid Bond issued by a Surety licensed in the State of New Jersey, cashier's check or a certified check issued by a national bank or trust company and payable to the order of the Owner in the amount of ten (10%) percent of the Bid or \$20,000, whichever is less, pursuant to N.J.S.A. 18A:18A-24, to be retained and applied as provided, in case the bidder should default in executing the Agreement or furnishing the required insurance certificates within ten (10) days after notice that an award has been made to it or in case the bidder should default in furnishing the required Performance and Payment Bond as required by the Contract Documents. The Surety shall be authorized to do business in New Jersey.
- b. Bid securities of the three lowest responsible bidders for each Contract will be retained until Contract Documents have been properly executed by bidder to whom Contract is awarded but in no event exceeding 60 days after bid opening. In the event that a Bid Bond is submitted with the bid, the bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the Bid Bond is furnished therewith.
- c. Bidders who intend to submit a Bid Bond as the required security with their bids must use the form of Bid Bond provided or its legal equivalent. Such bidders must also provide a Power of Attorney for the Attorney-In-Fact who issued the Bond, which document must be currently dated and valid for the entire amount of the Bond.

INSTRUCTIONS TO BIDDERS

5. CONSENT OF SURETY

Pursuant to N.J.S.A. 18A:18A-25, bids shall be accompanied by a Consent of Surety assuring that satisfactory arrangements have been made between the Surety and the bidder, by which the Surety agrees to furnish the bidder with a Performance Bond and Payment Bond, each in the stated amount of one hundred percent of the Contract amount. The Consent of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey. The Surety's consent and guarantee to issue the Performance Bond and Payment Bond must be unconditional. **Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds shall be cause for rejection of the Bid.**

6. AWARD OF CONTRACT

- a. The Owner reserves the right to reject all bids and to waive minor informalities or non-material exceptions in the bid, in accordance with applicable law. Bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Bids in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- b. The Owner reserves the right to reject all bids pursuant to the Public School Contract Laws, or to waive minor informalities or non-material exceptions in the bidding as may be permitted by law. The Owner reserves the right to disqualify a bidder with whom the Owner (the BOE), and/or any other school district in the State of New Jersey, had prior negative experience(s) as defined and in accordance with N.J.S.A. §18A:18A-4(b)(1) *et seq.*
- c. Before awarding a Contract, the Owner may require the apparent low bidder for the Contract to provide proof that the bidder possesses the necessary equipment that will be required to complete this project in accordance with N.J.S.A. 18A:18A-23.
- d. The award of Contract or rejection of bids will be made within sixty (60) days of the Bid Opening, except that the bids of any bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.
- e. If awards are made, the Owner and Contractor will execute the Agreement within twenty-one (21) days after the date of the award, Sundays and holidays excepted. This time may be extended by agreement of all parties to the Agreement.
- f. The Agreement and Performance and Payment Bond forms included with these Specifications exemplify the type of Contract forms that the successful bidder will be required to execute before or after award has been made, in accordance with the Contract Documents and State law governing such Bonds.
- g. Change orders under the Contract are subject to the availability of funds per N.J.A.C. 6A:23A-21.1.

7. CHANGES PRIOR TO OPENING OF BIDS

- a. During the period allowed for the preparation of bids, the Architect may furnish the prospective bidders Addenda/Clarifications setting forth additions to or alterations of the Contract Documents, which additions or alterations shall be included by each bidder in the computation of amounts to be inserted by it in the bid which it submits, and which Addenda / Clarifications shall become a part of such Contract Documents as if the same were fully incorporated herein.

INSTRUCTIONS TO BIDDERS

- b. It shall be the duty of each prospective bidder to inform its prospective Subcontractors thereof to the extent that they may be affected.
- c. Any Addenda / Clarifications issued by the Architect will be sent in a manner consistent with N.J.S.A. 18A:18A-21 to each prospective bidder of whom the Architect shall have a record.

8. START OF WORK

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

9. COMPLETION OF THE PROJECT

The project must be completed by the date set forth in the Specification Section 01010- Summary of Work. In accordance with 18A: 18A-19, the Owner may deduct, from the contract price, for any wages paid by the Owner to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the completion date.

10. BONDS AND INSURANCE

Requirements for Bonds and Insurance are stated in these Instructions to Bidders, Specifications and the AIA Document A201 – 2017 General Conditions of Contract for Construction. Performance and Payment Bonds are required in the amount of 100% of Contract price for each Bond. A Two (2) year Maintenance Bond is required in the amount of 100% of the Contract.

Performance Bond, Payment Bond and Maintenance Bond need not be submitted with the bidder's bid, but must be submitted prior to award of the contract. Performance Bond and Payment Bond shall be in compliance with requirements of New Jersey Public School Contracts Law, specifically N.J.S.A. 18A:18A-25 and N.J.S.A. 2A:44-143 et seq.

11. STATEMENT OF BIDDER'S QUALIFICATIONS

In accordance with N.J.S.A. 18A:18A-26 et seq. each bidder shall submit the following documents for itself (and for each of its Prime Subcontractors) from the State of New Jersey's Department of the Treasury, Division of Property Management and Construction:

- (1) A NOTICE OF CLASSIFICATION indicating that they are qualified to bid on the public work as specified herein. The bidder and/or named Prime Subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction, prior to the date that bids are received. This document is requested to be provided with the bid but shall be provided prior to award. The required categories are: C008 – General Construction C009 General Construction / Alterations and Addition, C032 – HVACR, C030 – Plumbing, and C047 – Electrical; and
- (2) A TOTAL AMOUNT OF UNCOMPLETED CONTRACTS affidavit (Form DPMC 701) duly signed and notarized with the corporate seal affixed. This document must be submitted with the bid.
- (3) An affidavit of no material adverse change in qualification information since the latest statement in accordance with N.J.S.A. 18A:18A-32. This document must be submitted with the bid for the bidder and is requested to be submitted with the bid for each Prime Subcontractor.

INSTRUCTIONS TO BIDDERS

12. NEW JERSEY PREVAILING WAGE RATE / PUBLIC WORKS CONTRACTOR REGISTRATION

Bidders are required to comply with the State Prevailing Wage Rate for Public Works, N.J.S.A. 34:11-56.25 et seq., as amended.

Contractor shall ensure that all workers employed in the performance of this Contract shall be paid not less than the Prevailing Wage Rate designated for this locality by the Commission of Labor and Workforce Development. If it is found that any worker employed by the Contractor or any Subcontractor has been paid less than the Prevailing Wage Rate, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable for any excess costs occasioned thereby to the Owner.

The Contractors can reference the State of New Jersey Department of Labor and Workforce Development Website <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html> to view current Prevailing Wage Rates. The official wage rates will be included in the contract by the Board.

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. (the Act) requires that Contractors and Listed Prime Subcontractors (defined as those listed in N.J.S.A. 18A:18A-18) must be registered pursuant to the Act prior to submitting a bid. The bidder should provide a copy of the Public Works Contractor Registration Certificate for itself and any listed prime subcontractors at the time of submission of the bid, but must provide the Public Works Contractor Registration Certificate for itself and any listed prime subcontractors prior to award. The Contractor shall enter into subcontracts only with subcontractors who are registered pursuant to the Act.

The Contractor is required to pay New Jersey Prevailing Wage Rates.

13. BUSINESS REGISTRATION AND USE TAX

Pursuant to N.J.S.A. 52:32-44, The Board of Education of the Vocational School District of the County of Gloucester ("Owner) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Owner with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid shall provide proof of business registration to the bidder, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

INSTRUCTIONS TO BIDDERS

- (2) the contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Owner a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

14. OWNERSHIP DISCLOSURE CERTIFICATION

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

INSTRUCTIONS TO BIDDERS

This Ownership Disclosure Certification form shall be completed, signed, notarized, and submitted with the bid.

15. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

The Owner, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Disclosure of Investment Activities in Iran N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify, prior to the time a contract is awarded and at the time the contract is renewed, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors/bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under N.J.S.A. 52:32-58, the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in N.J.S.A. 52:32-59.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or any of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit prior to the award of the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of contract.

16. N.J.S.A. 10:5-31, et seq. AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented, the following Affirmative Action requirements on the Project will be a condition of the Contract: The bidder, its subconsultants and subcontractors shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

17. N.J.S.A. 10:2-1. Anti-discrimination Provisions

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

INSTRUCTIONS TO BIDDERS

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

18. DOMESTIC MATERIALS/BUY AMERICAN

Pursuant to N.J.S.A. 18A:18A-20, Contractor shall use only manufactured and farm products of the United States, wherever available.

19. SUBSTITUTION REQUESTS

Please refer to Specification Section 01300, "Submittals." "Or Equal" substitutions are permitted so long as they are equal to or superior to the basis of design and the Contractor takes full responsibility for all coordination and costs associated with collateral issues related to the substitution. No Substitutions will be reviewed during the bidding process. The Contractor takes full responsibility for all substitutions. Substitution submittals shall be made **no later than 30 days after Notice to Proceed** in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products. **No "or equal" Substitutions will be considered 30 days after Notice to Proceed.**

20. METHOD OF AWARD - LOWEST QUALIFIED BIDDER(S)

If at the time this Contract is to be awarded, the lowest Base Bid (with any accepted alternates) submitted by a responsible bidder (or bidders) does not exceed the amount of funds then estimated by the Owner as available to finance the Contract the contract will be awarded. If said Bid(s) exceeds such amount, the Owner may reject all bids.

INSTRUCTIONS TO BIDDERS

21. Form AIA 101-2017 "Standard Form of Agreement Between Owner and Contractor" and AIA-A201-2017 "General Terms and Conditions" as modified by the Owner (and enclosed herein), shall be the standard agreement form used for Contracts for this project.

22. MANDATORY ELEC DISCLOSURE REQUIREMENT, P.L. 2005, CHAPTER 271
The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In accordance with N.J.A.C. 6A:23A-6.3 the Board may not award a contract over \$17,500 to a bidder that has made a reportable contribution to a member of the district board of education during the preceding one-year period.

23. NON-COLLUSION AFFIDAVIT

The bidder is requested to submit with its bid the Non-Collusion Affidavit contained herein.

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

INSTRUCTIONS TO BIDDERS

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives. It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph. It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out to their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

25. **NEW JERSEY OFFICE OF CLEAN ENERGY REBATE REQUIREMENTS**

During the performance of the contract, if and when requested by the Owner or the Owner's Representative, provide all required documentation including Submittals, Shop Drawings, and Cost Information (for materials and installation) for any equipment, systems or components, in order for the Owner to pursue Grants and Reimbursement through the New Jersey Office of Clean Energy. The Contractor may be required to provide detailed pricing information including invoices of materials and a breakdown of labor or equipment costs as it pertains to individual pieces of equipment, systems or components.

26. **STUDENT AND FACULTY SAFETY REQUIREMENTS:**

During the performance of this contract, neither the Contractor nor any Subcontractor, where applicable, shall knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. "Megan's Law," as a Tier 3 offender ("sex offenders determined to pose a relatively high risk of re-offense") or a Tier 2 offender ("sex offenders determined to pose a moderate risk of re-offense"), upon the Owner's property or the Project site. All employees of the Contractor and any Subcontractor will be required to wear picture identification cards in a visible manner while working on the Owner's premises. During the performance of this contract, neither the Contractor nor any Subcontractor, where applicable, shall knowingly allow any employee to enter any area of the Project where students or faculty are present, without first providing the Owner with a written list setting forth the identity of the employees.

All personnel or agents of the Contractor shall observe all rules and regulations in effect at the Owner's premises. Employees or agents of the Contractor, while on the Owner's property, shall be subject to the control of the Owner, but under no circumstances shall such persons be deemed to be employees or agents of the Owner. Contractor's personnel are required to sign in at the Main Office each time they report for service.

INSTRUCTIONS TO BIDDERS

Contractor's personnel are not to engage with any activities with the students, staff or other Owner's employees unless duly authorized to do so in writing by the Business Administrator or Superintendent. Contractor's personnel are to wear uniforms whenever possible. All contracted personnel are required to wear identification badges identifying the individual and the firm for which they are employed. Contractors shall assume full responsibility for the actions of all personnel in their employ. Contractors shall maintain proper supervision of the work in progress at all times.

All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have the minimum ability and experience for his classification. Owner reserves the right to refuse to accept services from any personnel deemed by the Owner or its representative to be unqualified, disorderly, or unable to perform assigned work. The Contractor shall provide evidence of qualifications for any personnel performing work under contract upon request. Owner (and/or the Owner's Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, improper storage, illegal acts, unfit persons etc.

Owner (and/or the Owner's Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, improper storage, illegal acts, unfit persons etc.

27. **CRIMINAL HISTORY BACKGROUND CHECKS – N.J.S.A. 18A:6-7.1- REQUIRED**

The contractor and all subcontractors for the project shall provide to the school district evidence or proof that each worker assigned to the project that comes in regular contact with students, had had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

The determination of "regular contact with students" will be made by the school district. Failure to provide a proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract. If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately.

28. **Covid-19 Requirements: All onsite personnel shall comply with the latest Federal, State and Local authorities having jurisdiction regarding Covid-19 protocols.**

29. **The successful bidder will be expected after contract award to comply with and complete all required forms, written authorizations and/or other information issued by the District for the disclosure of information in accordance with the mandates of N.J.S.A. 18A:6-7.7 et seq. which concerns prior acts and/or investigations of sexual misconduct and/or child abuse for those contracted service providers who are employed in positions which involve regular contact with students. The successful bidder is further notified that failure to provide truthful information or willfully failing to disclose information required by N.J.S.A. 18A:6-7.7 et seq., may subject the successful bidder to discipline up to, and including, termination or denial of employment; may be a violation of N.J.S.A. 2C:28-3; and may be subject to a civil penalty of not more than \$500, which shall be collected in proceedings in accordance with the "Penalty Enforcement Law of 1999," P.L. 1999, c. 274.**

INSTRUCTIONS TO BIDDERS

30. ANTI-BULLYING BILL OF RIGHTS – REPORTING OF HARRASSMENT, INTIMIDATION AND BULLYING – CONTRACTED SERVICE

The following language will be incorporated into the Owner/Contractor Agreement:

The Contractor shall comply with all applicable provisions of the New Jersey Anti-Bullying Rights Act – N.J.S.A. 18A:37-13.1 et seq. and N.J.S.A. 18A:37-16, all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the Board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidations, or bullying shall report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary, who shall immediately initiate the school district's procedures concerning harassment, intimidation, and bullying.

31. RECORD MAINTENANCE

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

32. CONTRACTOR PERFORMANCE EVALUATION

In accordance with N.J.S.A. 18A:18A-15, when the entire cost of the Project will exceed \$20,000.00, the Board, through its authorized agent, shall upon the completion of the contract report to the Department of the Treasury as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default.

33. District officials and/or employees are precluded from taking part in the negotiations or the awarding of contracts to companies with which they may have a financial or personal interest.

34. The District represents that none of its employees, and to the best of its knowledge, none of its contracted parties or employees of its contracted parties, are engaged in any conduct that would constitute a conflict of interest or a violation of the School Ethics Act.

35. The Contractor and its Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-4.1.

36. The District shall keep those records and accounts and shall require all Contracted Parties including the Contractor and Subcontractors to keep those records and accounts for the School Facilities Projects as necessary in order to evidence compliance with the Public Schools Contract Law (PSCL).

37. The Contractor agrees to retain during the term of the Contract and for 10 years after closeout thereafter all financial records, supporting documents and other records which relate in any way to the work. If any litigation, claim or audit is commenced prior to the expiration date, such records and documents shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

END OF SECTION

BID FORM

DATE: _____

Bidder's Information: (Print or Type)

Company Name: _____

Contact Name: _____

Contact Email Address: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

**The Board of Education of the Vocational School District of the
County of Gloucester
1360 Tanyard Road
Sewell, New Jersey 08080**

Ladies and Gentlemen:

This Proposal is submitted in accordance with your Advertisement inviting proposals to be received for the **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations**. Having carefully examined the Contract Documents and being familiar with various conditions affecting the work, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the **ENTIRE PROJECT** in accordance with said Contract Documents for the **LUMP SUM BASE BID (including the allowance) OF:**

BID AMOUNT \$ _____

PLUS CASH ALLOWANCE
SECTION 01210 - ALLOWANCES ITEM A \$ 25,000.00

TOTAL BASE BID (In Numbers) (Bid Amount and the Allowance) \$ _____

(In words) _____

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

BID FORM

The Board of Education of the Vocational School District of the County of Gloucester called "Owner" in accordance with bidding requirements for the work titled **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations** for the portions of the Work below listed, the undersigned proposes to use the following Prime Subcontractors (indicate "Self-Performing" if you are doing the portion of the work required – please note you must be Pre-Qualified for the work to be "Self-Performing"):

PORTION OF WORK

PRIME SUBCONTRACTOR'S NAME AND ADDRESS

General Construction Work (C008 or C009)

Heating and Ventilating Systems and Equipment (C032)

Plumbing Work (C030)

Electrical Work (C047)

The Prime Subcontractors listed above must be registered pursuant to the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.) and DPMC pre-qualified at the time of bid submission. The Bidder shall provide with his/her Bid for each such Prime Subcontractor listed above (OR HIMSELF/HERSELF IF SELF-PERFORMING) a Total Amount of Uncompleted Contracts Affidavit (form DPMC 701). The Owner is requesting that the Bidder provide a valid and active DPMC Notice of Classification, No Material Adverse Change in Qualification Form, Public Works Contractor Registration Certificate and a Business Registration Form with the bid as well, but shall provide these no later than the time of award.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check or Bid Bond required by Paragraph 4 of the Instructions to Bidders, which is deposited as a Proposal guarantee, and is to be retained by you and applied as provided in Paragraph 4 of Instructions to Bidders, in case the undersigned shall default in executing the Contract or in furnishing the required bonds and insurance certificates within the time specified by the Contract Documents.

BID FORM

The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after date set for bid opening.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the work of this Project, under this Contract, shall be fully and finally completed and ready for occupancy in accordance with the date found in Specification Section 01010 – Summary of Work.

NAME OF BIDDER

SIGNATURE

DATE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA / CLARIFICATIONS

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<u>Clarification Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

Check here if No Addenda / Clarifications were issued.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR BID SUBMISSION SHALL BE CAUSE FOR YOUR BID TO BE REJECTED

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and complete the list below. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent filing, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent filing, and the relevant page numbers of the filings that contain the information on each person that holds a ten percent (10%) or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a ten percent (10%) or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address (for Individuals) or Business Address

Subscribed and sworn before me this ____ day of _____, 20____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Company Name

Company Address

as Principal, and _____
Insurance Company Name

Insurance Company Address

as Surety, are hereby and firmly bound unto **the Board of Education of the Vocational School District of the County of Gloucester, 1360 Tanyard Road, Sewell, New Jersey 08080** as Owner, in the penal sum of Ten Percent of the Amount of Bid Not to Exceed Twenty Thousand and 00/100 Dollars (10% Not to Exceed \$20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ Day of _____, 20_____.

The condition of the above obligation is such that, whereas the Principal has submitted to **the Board of Education of the Vocational School District of the County of Gloucester** a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver an AIA Document A101 Standard Form of Agreement Between Owner and Contractor (properly completed and amended in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of the Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

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

Company Name

Attest / Witness

Signature

By: _____
Signature

Name and Title

Insurance Company Name

Signature

By: _____
Signature

Name and Title

ANY BOND COMPLYING WITH THE REQUIREMENTS OF N.J.S.A 18A:18A-24 MAY BE USED.

CONSENT OF SURETY

The _____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____
and authorized to do business under the Laws of the State of New Jersey, hereby certifies that application
has been made to us by

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond and a Payment Bond both equal to 100% of the Contract to ensure the faithful
performance on the part of the Bidder of the terms and conditions of the contract.

**Title of the Work: Gloucester County Institute of Technology 2023 Science Lab Classroom
Renovations**

Location of the Project: 1360 Tanyard Road, Sewell, New Jersey 08080

This proposition is made with the understanding that any change made in the specifications or agreements
without the consent of the bondsman shall in no way vitiate the bond.

WITNESS:

SURETY COMPANY

(Name of Surety Company)

Title: _____

(Attorney-in-fact)

By: _____

Date: _____

(Affix corporate seal)

IMPORTANT NOTE

The Surety Company executing the Bond must be authorized to transact business in the State of New
Jersey. For contracts in excess of \$850,000, the Surety shall be listed on the Treasury Department's most
current New Jersey List of Approved Sureties, located at www.state.nj.is/dobi/surety.htm.

ANY FORM CONSENT OF SURETY COMPLYING WITH THE REQUIREMENTS OF N.J.S.A. 18A:18A-25 MAY BE USED.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ _____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By _____
Name of Firm

Signature

Title

Business Address

Phone

Sworn to and
subscribed before me
This day of
20

Notary Public

NO MATERIAL ADVERSE CHANGE IN QUALIFICATION

AFFIDAVIT

I, _____ being of full age under oath depose and say:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.
2. A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of [Bidder], as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within one (1) year preceding the date of opening of bids for this contract.
3. I certify, as required by N.J.S.A. 18A:18A-32 that there has been no material adverse change in the qualification information of [Bidder] since such statement was submitted to the Department of Treasury except: _____

_____.

SEAL

SIGNATURE

TITLE

COMPANY

DATE

Sworn to and subscribed
before me this day
of _____, 20 ____.

Notary Public

HOLD HARMLESS AGREEMENT - EXHIBIT A

It is further agreed that the undersigned hereby agrees to defend, indemnify and hold harmless the Board of Education, its officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, in case it shall be necessary to file an action, arising out of performance of the work herein, which is; 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and; 2) caused in whole or in part by _____ (Name of Contractor's) negligent act or omission, that of a subcontractor, or that of anyone employed by them, or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Board of Education, its officers, employees, volunteers and/or agents is/are made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a part to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Full Name of Contractor: _____

Business Address: _____

Telephone Number: (____) _____ Zip Code _____

Project Description: _____

Signature / Authorized Person _____

Print Name: _____

Witness Signature _____

Print Name: _____

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am _____ of the firm of _____,
(your title) (name of your organization)

(state the address of your organization)

CHOOSE ONE OF THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(name of your organization)
neither it nor its principals are included on the New Jersey State Department of Labor
and Workforce Development; Prevailing Wage Debarment List, debarment or suspended
list, or the State of New Jersey Consolidated Debarment Report or the Federal Debarred
Debarment List.
- () B. I am unable to certify to any of the statements set forth in this
certification. I have attached an explanation to this form.

(Signature)

(Type Name & Title)

(Date)

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the District if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the District for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" without modification, in all subcontracts to this agreement as authorized by the District.
7. The Contractor may be debarred, suspended or disqualified from contracting and/or working on the Work if found to have committed any of the acts listed in N.J.A.C. 17:19-4.1. The Contractor shall insert in all of its contracts with subcontractors a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting and/or working on the Work if found to have committed any of the acts listed in N.J.A.C. 17.19-4.1 .
8. All Bidders shall submit a sworn statement indicating whether the Bidder, at the time of the Bid, is included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. The Owner shall immediately notify the State of New Jersey and the Unit of Fiscal Integrity of the Office of the Attorney General whenever it appears that a bidder is on the State Treasurer's or the Federal Government's List.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

As used herein, "Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

This certification shall be completed, certified to, and submitted to The Board of Education of the Vocational School District of the County of Gloucester prior to contract award.

PART I: BIDDER INFORMATION	
Individual or Organization Name ("Bidder")	
Address of Bidder	
DUNS Code (if applicable)	
CAGE Code (if applicable)	

PART II – Identification of Affiliates:

Individual or Entity Owning Greater than 50 Percent of Bidder (“Parent Organization”)

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the interest holder(s) owning, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest in the Bidder.
Name of Individual or Organization	
Address	

OR

<input type="checkbox"/>	No interest holder(s) owns, directly, indirectly or constructively, a greater than 50 percent interest in the Bidder.
--------------------------	---

Part III – Identification of Affiliates:

Bidder-Controlled Entities (“Child Entities”)

Section A

<input type="checkbox"/>	Below is the name and address of the entities in which the Bidder listed in Part I owns, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest.
Name	Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Bidder listed above in Part I does not own, directly, indirectly or constructively, a greater than 50 percent interest in any other entity.
--------------------------	--

[CONTINUED NEXT PAGE]

Part IV – Identification of Affiliates:

Entities under Common Control with Bidder (“Sister Entities”)

Section A

Below is the name and address of all entities, **other than the Bidder listed in Part I and the Bidder-Controlled Entities listed in Part III**, of which the **Parent Organization listed in Part II** owns, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest.

Name	Address

****Add additional sheets if necessary****

OR

The **Parent Organization listed in Part II** does not own, directly, indirectly or constructively, greater than 50 percent interest in any entity other than the **Bidder listed in Part I and the Bidder-Controlled Entities listed in Part III**.

PART V – CERTIFICATION OF NON-DEBARMENT

I hereby certify that the **individual or organization listed above in Part I** (i.e. the “Bidder”) is not debarred by the federal government from contracting with a federal agency, **nor are any of its “Affiliates”, as defined above and identified herein in Parts II, III, and IV, so debarred.** I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **The Board of Education of the Vocational School District of the County of Gloucester** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **The Board of Education of the Vocational School District of the County of Gloucester** to notify **The Board of Education of the Vocational School District of the County of Gloucester** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with **The Board of Education of the Vocational School District of the County of Gloucester**, permitting **The Board of Education of the Vocational School District of the County of Gloucester** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

AFFIRMATIVE ACTION REQUIREMENTS

Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

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

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

Subscribed and sworn to before me this

_____ day of _____, 202__

My Commission expires:

Date

Signature

Name and Title
(Type or Print)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

EXHIBIT B (Cont)

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

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

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

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

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

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

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

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

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided

EXHIBIT B (Cont)

further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Each contractor shall submit to the public agency, prior to execution of a public agency contract a completed form AA201:

******The Board of Education recognizes the right of its employees/students to work and study in an environment that is free from sexual harassment. Immediate and appropriate action will be taken against any vendor/agent of the Board found liable for sexually harassing any employee/student.**

Note: Please sign below that you have read and understand the EEO Language. This does not fulfill your obligation to submit the required document prior signing a construction contract.

Company: _____

Authorized Signature: _____

Address

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF)

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of _____ the bidder making this Proposal/Bid for the **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations**, and that I executed the said Bid with full authority so to do; that said bidder had not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations**; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Bidder)

Bidder's Signature

Sworn to and subscribed before me

this ___ day of _____, 20___.

Notary Public of

My Commission expires _____ 20___

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Board of Education of the Vocational School District of the County of Gloucester, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Gloucester

State: Governor, and Legislative Leadership Committees

Legislative District #s: 3, 4, & 5

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Clayton Borough

Deptford Township

East Greenwich Township

Elk Township

Franklin Township

Glassboro Borough

Greenwich Township

Harrison Township

Logan Township

Mantua Township

Monroe Township

National Park Borough

Newfield Borough

Paulsboro Borough

Pitman Borough

South Harrison Township

Swedesboro Borough

Washington Township

Wenonah Borough

West Deptford Township

Westville Borough

Woodbury City

Woodbury Heights Borough

Woolwich Township

Boards of Education (Members of the Board):

Clayton Borough

Clearview Regional

Delsea Regional High

Deptford Township

East Greenwich Township

Elk Township

Franklin Township

Gateway Regional

Glassboro

Greenwich Township

Harrison Township

Kingsway Regional

Logan Township

Mantua Township

Monroe Township

National Park Borough

Newfield Borough

Paulsboro Borough

Pitman Borough

South Harrison Township

Swedesboro-Woolwich

Washington Township

Wenonah Borough

West Deptford Township

Westville Borough

Woodbury City

Woodbury Heights Borough

Fire Districts (Board of Fire Commissioners):

Deptford Township Fire District No. 1

Franklin Township Fire District No. 1

Franklin Township Fire District No. 2

Franklin Township Fire District No. 3

Franklin Township Fire District No. 4

Franklin Township Fire District No. 5

Harrison Township Fire District No. 1

Washington Township Fire District No. 1

Westville Borough Fire District No. 1

Board of Education of the Vocational School District of the
County of Gloucester
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
FORM**

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX
I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

This form is to be completed, certified and submitted prior to the award of contract.

PERFORMANCE AND PAYMENT BOND

Bond no. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____,
as Principal, and _____,
a corporation duly authorized to do business in the State of New Jersey, as Surety (the Surety), are hereby held and firmly bound unto

**The Board of Education of the Vocational School District of the
County of Gloucester
1360 Tanyard Road
Sewell, New Jersey 08080**

(hereinafter called the Obligee) in the penal sum of _____

_____ Dollars, (\$ _____),
for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT WHEREAS, The above named Principal did, on the _____ day of _____, 20____, enter into a Contract with the Obligee for **Gloucester County Institute of Technology 2023 Science Lab Classroom Renovations**; which said Contract is made a part of this, the Bond, the same as though set forth herein:

NOW THEREFORE, If the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed in accordance to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions or other supplied, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract as required by N.J.S.A. 2A:44-143, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractors, materialmen, laborers, persons, firms or corporations having a just claim as required by N.J.S.A. 2A:44-143, as well as for the obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any way affect the obligation of said surety on its Bond.

PERFORMANCE AND PAYMENT BOND

THIS BOND is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of New Jersey, 1937 Sections 2A:44-143-147, and amendments thereof, and liability hereunder are limited as in said statutes provided.

Principal Name

Witness:

By: _____
Principal Signature

Surety Name

As to Surety

By: _____
Surety Signature

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____

as principal, and _____

a Corporation organized and existing under the laws of the state of _____

and duly authorized to do business in the State of New Jersey, as Surety,
are held and firmly bound unto the _____

as Owner, in the penal sum of _____

(100% of the Final Contract Amount)

for payment of which, well and truly to be made, we hereby, jointly, and severally, bind
ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the
above named principal did on the _____ day of _____, 20__, enter into a
Contract with the Owner for _____

(Project Name)

which said Contract is made a part of this bond the same as though set forth herein.

NOW, if the said principal shall remedy without cost to the Owner any defects
which may develop during the two (2) year Maintenance Period of the work performed under the
said Contract, provided such defects, in the judgment of the Owner are caused by defective or
inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and
remain in full force and effect. The two (2) year period shall commence on the date established
in the Certificate of Substantial Completion.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said Contract or the plans or specifications therefor shall in any way affect its obligations on this bond.

Signed and Sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:				
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD				
		6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER		
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>		
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE			
	J	AP	J	AP		
1. ASBESTOS WORKER						
2. BRICKLAYER OR MASON						
3. CARPENTER						
4. ELECTRICIAN						
5. GLAZIER						
6. HVAC MECHANIC						
7. IRONWORKER						
8. OPERATING ENGINEER						
9. PAINTER						
10. PLUMBER						
11. ROOFER						
12. SHEET METAL WORKER						
13. SPRINKLER FITTER						
14. STEAMFITTER						
15. SURVEYOR						
16. TILER						
17. TRUCK DRIVER						
18. LABORER						
19. OTHER						
20. OTHER						

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

DRAFT AIA® Document A101™ - 2017

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

AGREEMENT made as of the 00 day of February in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

The Board of Education of the Vocational School District of the
County of Gloucester
1360 Tanyard Road
Sewell, New Jersey 08080

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

NAME OF CONTRACTOR
ADDRESS OF CONTRACTOR
CITY, STATE ZIP

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

Gloucester County Institute of Technology
2023 Science Lab Classroom Renovations
1360 Tanyard Road
Sewell, New Jersey 08080

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

Garrison Architects
713 Creek Road
Bellmawr, New Jersey 08031

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement and as outlined in Specification Section 01010-Summary of Work
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

By the following date: **August 25, 2023 – TIME IS OF THE ESSENCE**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: **NOT APPLICABLE**

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Dollars (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates NOT APPLICABLE

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. **NOT APPLICABLE**

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

A. CASH ALLOWANCE

\$25,000.00

§ 4.4 Unit prices, if any: **NOT APPLICABLE.**

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

§ 4.5 Liquidated damages, if any:

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

The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the dates for Substantial Completion and Final Completion are met. **TIME IS OF THE ESSENCE.**

If the Contractor fails to complete his work or fails to complete a portion of his work and therefore not achieve Substantial Completion and/or Final Completion on the respective dates required, he shall pay the Owner, as liquidated damages and not as a penalty, Two Thousand Five Hundred Dollars (\$2,500.00) per day, which is agreed upon as a reasonable and proper measure which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time for the milestone dates.

The Owner will suffer significant financial loss if the project is not substantially complete on time. Liquidated Damages will be assessed if the Project is not substantially complete by **August 25, 2023**. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum of \$2,500.00 stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is substantially complete.

Final Completion must be reached Thirty (30) days following the date fixed in the contract for Substantial Completion. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum of \$2,500.00 stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is finally complete.

Substantial Completion will be determined by the Architect as defined in paragraph 9.8.1 of the General Conditions.

For damage occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor. Final Completion and Substantial Completion liquidated damages shall be stacked and are not concurrently imposed.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. An application for Payment shall include all work performed in one calendar month.

§ 5.1.2 Contractor shall submit a Pencil Copy / Rough Draft of the Application for Payment to the Owner's Representative and Construction Manager for review no later than the 15 calendar days prior to the first Friday of the month payment is requested from Owner.

Architect and Construction Manager will review the Pencil Copy / Rough Draft of the Application for Payment and return to the Contractor within five (5) calendar days from their receipt of same.

§ 5.1.3 Certified Application for Payment.

.1. Within three (3) calendar days after receipt of accepted Pencil / Rough Draft of the Application for Payment the Contractor shall submit five (5) Certified Applications for Payment to the Owner's Representative for signatures, unless submitted electronically, in which case only one copy is required.

.2. The Owner's Representative shall sign the Certified Application for Payment within five (5) calendar days upon receipt and transmit four (4) Certified Applications for Payment to the Construction Manager by Tuesday (3 calendar days) before the first Friday of the month payment is requested from Owner, and retain one (1) Certified Application for Payment for its records.

.3 The Construction Manager shall transmit two (2) Certified Applications for Payment to Owner on the first Friday of the month payment is requested. The Construction Manager shall transmit one (1) Certified Application for Payment to the Contractor and retain one (1) Certified Application for Payment for its records. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 The form for Applications for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA document G703 Continuation Sheets. Each Application for Payment must be accompanied by three (3) sets of Certified Payroll Records for the period covered by the Application. The payroll records shall indicate the proper classification of employees and the payment of overtime, if any. These records shall include each Contractor's subcontractor's certified payroll. Payment will not be authorized if the required payroll records have not been submitted.

§ 5.1.3.2 All Applications for Payment, Certified Payroll Records and Manning Reports shall include the relevant purchase order number and project number.

§ 5.1.3.3 Pursuant to N.J.S.A. 2A:30A-1, et seq. (“the Act”), the Owner is not required to approve the Contractor’s Application for Payment until the next scheduled public meeting of the Board of Education following the Owner’s receipt of the Architect’s Certificate for Payment. Under said Act, the Owner shall not make payment to the Contractor for the payment amount until the Owner’s subsequent payment cycle following its approval of the Application for Payment.

§ 5.1.3.4 Pursuant to the above Act, if a payment due pursuant to the provisions herein is not made in a timely manner, the Owner shall be liable for the amount of money owed under the Contract, plus interest at a rate equal to the prime rate plus one percent (1%), notwithstanding anything to the contrary in the Contract Documents. Interest on amounts due pursuant to the Act shall be paid to the prime Contractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment is received by the Contractor.

§ 5.1.3.5 Disputes regarding whether a party has failed to make payments required by the Act must be submitted to a process of alternative dispute resolution, notwithstanding anything to the contrary in the Contract Documents. Alternative dispute resolution permitted by the Act shall apply to disputes over payment only and shall not apply to disputes concerning any other matters that may arise under or from this Contract. Any civil action brought to collect payments shall be conducted in Gloucester County, State of New Jersey, and the prevailing party shall be awarded reasonable costs and attorneys’ fees. See Article 6 of this Agreement regarding Claims and Disputes.

§ 5.1.4 The Architect or Construction Manager may decide to disapprove an Application for Payment, or withhold payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect’s opinion, the representations as described in Section 5.1.4.1 below cannot be made to the Owner. If the Architect withholds a Certificate for Payment, the Architect will notify the Contractor and Owner as provided in Article 5 hereof. The Architect may also decide to withhold certifying payment in whole or in part, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary to protect the Owner from loss because of:

1. Defective Work which has not been remedied;
2. Third party claims filed or reasonable belief probable filing of such claims;
3. Failure of the Contractor to make payments properly to vendors, subcontractors or for labor, materials and equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum;
5. Damage to the Owner or another 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;
7. Failure to carry out the Work in accordance with the Contract Documents;
8. Avoidable delay in the progress of the Work;
9. Deliberate delay in the submission for approval of names of Subcontractors, material men, sources of supply, shop drawings and samples;
10. Failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as recommended by the Architect after consultation with the Contractor; and
11. Failure to submit updates as requested by the District or as required by the General Conditions, attached hereto.

When the foregoing reasons for withholding payment are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.

§ 5.1.4.1 The issuance of a separate Certificate for Payment will constitute representations made separately by the Architect to the Owner, based on its individual observations at the Site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a separate Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate 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 the Contractor's 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.

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

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

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

Retainage shall be determined as follows: Pursuant to N.J.S.A. 18A:18A-40.3, the Owner will withhold two percent (2%) of the amount due on each partial payment when the outstanding balance of the Contract exceeds Five Hundred Thousand Dollars (\$500,000.00). The Owner will withhold five percent (5%) of the amount due on each partial payment when the outstanding balance of the Contract is Five Hundred Thousand Dollars (\$500,000.00) or less. Retainage shall be withheld until the Owner approves the Architect's determination that the work has been satisfactorily completed and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently discover that the contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance and payment, to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the contractor.

§ 5.1.7.1.1 The following items are not subject to retainage: **NOT APPLICABLE**

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

« »

§ 5.3 Interest

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

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

Pursuant to N.J.S.A. 2A:30A-2 (c), if a payment due pursuant to the provisions herein is not made in a timely manner, the Owner shall be liable for the amount of money owed under the Contract, plus interest at a rate equal to the prime rate plus one percent (1%), notwithstanding anything to the contrary in the Contract Documents. Interest on amounts due pursuant to the Act shall be paid to the prime Contractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment is received by the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in Superior Court of New Jersey in Gloucester County. New Jersey law will apply.
- Other *(Specify)*
« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

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

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

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Amy Capriotti, CPA
Assistant Superintendent for Business/Board Secretary
Gloucester County Vocational-Technical School District
1360 Tanyard Road
Sewell, NJ 08080
Phone: 856.468.1445 x2707
acapriotti@gcecnj.org

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™-2017 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™-2017 and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: **NOT APPLICABLE**

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

« »

§ 8.7 Other provisions:

1. Payments due and unpaid under the Contract shall in no instance bear interest, except as required by law pursuant to section 5.1.3.4 of this Agreement.
2. The contractor shall ensure that the Project Site is maintained in a clean and safe condition at all times. If the contractor fails to keep the Project Site in a clean and safe condition, said failure shall result in the following:
 - a. All claims resulting from the Contractor's failure shall be the Contractor's sole responsibility;
 - b. Said failure shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the Contract Documents; and
 - c. The Owner shall have the right to withhold any payments until the Contractor cures its failure.

Failure to cure shall authorize the Owner to withhold any Certifications for Payment until such time as the Contractor has rectified same. Further, if the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3. The within contract shall be governed by and interpreted pursuant to the laws of the State of New Jersey.
4. The Contractor shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., and all provisions regarding equal employment opportunity, N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27-1.1, and N.J.A.C. 6A:7-1.8. The Owner and the Contractor guaranty to afford equal opportunity in the performance of this Contract in accordance with an affirmative action program approved by the State Treasurer and shall provide the documents required for this Project.
5. To perform the services provided for herein, the Contractor and its prime subcontractors shall be prequalified/classified by the New Jersey Department of Treasury, Division of Property, Management and Construction. The failure to possess or obtain such classifications shall result in the immediate termination of this Agreement.
6. The Contractor represents that, to the best of its knowledge, information and belief, none of its employees in engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.
7. Before final payment on the contract is made by Owner, the Contractor shall submit an accurate list and the proof of business registration in the State of New Jersey of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
8. For the term of the Agreement, the Contractor, any subcontractor and each of their affiliates, so designated pursuant to N.J.S.A. 52:32-44(g)(3), shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 52:32B-1, et seq., on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly or constructively controls another entity; (b) is directly, indirectly or constructively controlled by another entity; or, (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest of that entity.
9. It is the obligation of the Contractor to provide a full and complete copy of all insurance policies held by it at the Contractor's sole expense, upon reasonable request by the Owner, in the amounts specified in the Bid Documents (see Article 11 of modified AIA Document A201-2017 General Conditions of the Contract for Construction). The Contractor's failure to obtain or maintain adequate insurance coverage shall result in the immediate termination of this Agreement. The Owner will have the right to request copies of the Contractor's insurance policies or any part thereof for the duration of the contract period.
10. This Agreement and the General Conditions of the Contract as modified or supplemented in writing, shall control in the case of conflict between these documents and the Project Specifications, the Project Manual and any other exhibits incorporated by reference into this Agreement in Article 9 herein.
11. In claims against any person or entity indemnified under this Agreement 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 this Agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
12. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and its consultants.

13. Unpaid Lien Balance

- a. To the fullest extent permitted by law, the Contractor shall not suffer or permit any Construction Lien or Notice of Unpaid Balance and Right to File Lien ("NUB") to be filed or to remain of record as a claim against the Work or the Project or against any monies due or to become due for any work performed or services, materials or equipment furnished by to or on behalf of Contractor or any of its Subcontractors or Sub-subcontractors or any suppliers to Contractor or its Subcontractors ("Suppliers"), nor shall Contractor suffer or permit any such Construction Lien or NUB to be so filed because of any claim or demand against, or any action or non-action of the Contractor or any Subcontractors, Sub-subcontractors or Suppliers.
- b. In the event that any such Subcontractor, Sub-subcontractor or Supplier or any other party with whom the Contractor has entered into a relationship to perform any portion of the Work, files a Construction Lien and/or NUB arising out of or in connection with the Work or any work, services, material or equipment associated with this Agreement (and provided that Owner is not then in breach of its monetary obligation to Contractor for the work, services, material or equipment which is the subject of the Construction Lien and/or NUB under the Contract Documents), Contractor shall within ten (10) days of receipt of notice of said Construction Lien or NUB, cause same to be discharged, satisfied and/or bonded and, in default thereof, Owner shall have the right to bond said Construction Lien and/or NUB or otherwise discharge same (provided that Owner shall only pay and satisfy any Construction Lien or NUB if, within twenty (20) days from the earlier of (a) service of the lien claim on Contractor or (b) written notice from the owner of the Construction Lien or NUB, Contractor or Subcontractor (where applicable) has not notified Owner in writing that the claimant is not owed the monies claimed and the reason therefor, and, thereafter, to retain out of any payment then due or thereafter to become due to Contractor, 110% of the amount of such lien, all of which the Contractor agrees to fully reimburse Owner out of such contract funds.
- c. Should a Construction Lien and/or NUB be filed by a Subcontractor or Supplier or other party with whom the Contractor has entered into a relationship to perform any portion of the Work or any additional or extra work, after all payments have been made to Contractor under this Agreement, and should Contractor fail to abide by the terms of this Section, Contractor shall refund to Owner all monies that the latter may be compelled to pay to bond, discharge and/or defend the Construction Lien and/or NUB. Any such Construction Lien and/or NUB, until satisfied, bonded off or discharged or withdrawn, shall preclude any and all claim or demand for payment whatsoever by the Contractor. The Contractor further agrees to indemnify, defend, protect and save harmless Owner and the Indemnities from and against any and all claims, actions, fines and penalties brought or imposed or judgments rendered thereon, or any loss, damages, liability, costs and expenses, including legal fees and disbursements, which Owner may sustain or incur as a consequence of the Contractor's failure to comply with the terms of this Section. The failure of the Contractor to satisfy, discharge and/or bond a Construction Lien and/or NUB filed by a Subcontractor, Sub-subcontractor or Supplier within twenty (20) days of notice thereof shall constitute a material breach of the Contract by the Contractor.

14. In the event the Contractor fails or refuses to discharge any NUB, Construction Lien, *lis pendens*, or other encumbrance or cloud on title, for Work for which the Contractor has been paid, within the timeframe and in the manner set forth in this Section, the Contractor shall be liable to the Owner and Indemnities for the full amount of the NUB, Construction Lien, *lis pendens* or other encumbrance or cloud on title and all direct damages sustained by the Owner as a result thereof, as well as, all attorneys' fees and costs incurred by the Owner or any Indemnitee in connection therewith. In such event, in addition to the Owner's right to recover the foregoing damages, attorneys' fees and costs from the Contractor and in addition to all of its other common law and statutory rights, the Owner shall be entitled to: (a) declare a material breach of the Contract and terminate the Contract for default pursuant to Section 14 of the A201 and withhold payment to Contractor; (b) withhold an amount from the Contractor equal to 110 percent of the amount claimed in the NUB or Construction Lien (c) pay the amount set forth in the NUB or Construction Lien and deduct this amount from amounts otherwise owed to the Contractor under the Contract; and/or (d) obtain a discharge of the NUB and/or Construction Lien., in any matter permitted under the New Jersey Construction Lien Law, and deduct all costs incurred in connection therewith from amounts otherwise owed to the Contractor under the Contract. The foregoing remedies shall be cumulative. In exercising its rights and remedies set forth in this Section the Owner shall not be required to present a claim in accordance with the procedure or timeframe set forth in Article 6.

15. Assignments/ Subcontracting: The Parties agree that there will be no Assignment and/or subcontracting of this Work without prior written consent and approval of the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds – **NOT APPLICABLE – SEE THE A201-2017**
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as modified and incorporated into the Bid Specifications.
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: **NOT APPLICABLE**
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .5 Drawings – **SEE THE ATTACHED INDEX**
- .6 Specifications **SEE THE ATTACHED INDEX**
- .7 Addenda, if any:

Number	Date	Pages

- .8 Other Exhibits:

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

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

- The Sustainability Plan:

- Supplementary and other Conditions of the Contract: **THESE ARE INCORPORATED DIRECTLY INTO THE AIA A201.**

.9 Other documents, if any, listed below:

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

Mandatory Equal Employment Opportunity Language, annexed hereto and made a part hereof

New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination, or the Davis-Bacon Prevailing Wage Rates, whichever is applicable.

The Drawings, Specifications, Addenda and Contractor's Bid Submission shall be considered as part of this Contract.

Board Resolution

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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

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

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1,

4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,
13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,
15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,
9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1,
9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3,
14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1,
8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2,
15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, **11.2.3**

Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7,
6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3,
12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2,
10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6,
15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,
4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2,
8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5,
12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to
Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4

Ownership and Use of Drawings, Specifications and
Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2,
5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5,
9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3,
15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1.1 The Contract Documents

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

§1.1.1.1 The Contract Documents shall include the Bidding Requirements, including, but not be limited to advertisement or Invitation to Bid, Instructions to Bidders, the Contractor's Bid Proposal Form and other bidding forms, Addenda or portions of the Addenda relating to any Bidding Documents, Payment and performance Bonds, Certificates of Insurance, the General Terms and Conditions, Drawings and Specifications and any other documents enumerated in the Owner-Contractor Agreement The Contract Documents shall apply to all Prime Contractors for the Project and each Prime Contractor is responsible for the content of all.

§ 1.1.2 The Contract

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

§1.1.2.1 The Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances and regulations and that questions regarding the bid documents and any interpretation(s) regarding same have been asked by the contractor, in the form and manner required in the instructions to bidders.

§ 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.

§1.1.3.1 It is strongly encouraged for the Contractor to visit the site of the Project before submitting a bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed project, including but not limited to shoring, scaffolding, hoists, temporary weatherproofing, or any temporary facility or temporary activity, since these are the sole responsibility of the Contractor.

§ 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.

§ 1.1.5.1 The Drawings are diagrammatical and show the general arrangement and extent of the Work; exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval.

- .1 The right is reserved by the Architect to make any reasonable change in location of equipment, ductwork, and piping prior to roughing in without involving additional expense to the Owner.**
- .2 Contractor shall coordinate his Work with the Work of others and shall be responsible for the coordination work, so that interference between mechanical, electrical and other work and architectural and structural work does not occur.**
- .3 Contractor shall furnish and install supports, hangers, offsets, bends, turns, and the like in connection with this Work to avoid interference with work of other Contractors, to conceal Work where required, and to secure necessary clearance and access for operation and maintenance without involving additional expense to the Owner.**

§ 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 **which include the Instructions to Bidders, the Advertisement and forms required at the time of and after the receipt of the bids.**

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§1.1.9 Knowledge

Knowledge. The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor generally familiar with the Project, the type of construction work required, and the circumstances attendant to the Project site and by a Contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

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

§1.2.1.1 *The general character of the detail work is shown on the drawings, but minor modifications may be made in large scale details. Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.*

- .1 Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work.*
- .2 Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.*
- .3 In case of differences between small and large-scale drawings, the larger scale drawings shall take precedence. Dimensions given shall take precedence over scale measurements.*
- .4 Any discrepancies or questions as to the application of, and interpretations related to 1.2.1.1, shall be referred to the Architect for adjustment before any work affected thereby has been performed.*

§1.2.1.2 *During the course of the work, should any ambiguities or discrepancies be found in the Specifications or on the Drawings; or should there be found any discrepancies between the Drawings and Specifications to which the Contractor has failed to call attention before submitting his bid, then the Architect will interpret the intent of the Drawings and Specifications; and the Contractor hereby agrees to abide by the Architect's interpretation and to carry out the work in accordance with the decision of the Architect.*

§1.2.1.3 *It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work. In the event of such ambiguity or discrepancy subject to any Architect's interpretation, the Contractor shall comply with the more stringent requirement, and supply the better quality or greater quantity of work.*

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

§1.2.2.1 *The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable, all determinations as to equality of a proposed product or material shall be at the discretion of the Architect and/or the Owner.*

.1 A material or product of lesser quality will not be acceptable.

.2 Where "Basis of Design" products or manufacturer's names are used, whether or not followed by the words "or approved equal," they shall be subject to approved equals and authorized only by the Architect and/or the Owner.

§1.2.2.2 *Substitutions lowering performance, quality, method of assembly or installation, or in general not in keeping with details and specifications, will not be permitted. Refer to substitution procedure indicated elsewhere in the Contract Documents.*

§1.2.2.3 *It is understood when a bid for any product or material is submitted, the bidder is aware of specified requirements and all materials or products within his bid are equal or better than such specified items.*

§1.2.2.4 *In addition to the Specifications, it shall be understood that details on Drawings shall become part of the Specification in determining the required "standard of quality."*

§1.2.2.5 *If a conflict occurs between Drawing details and Specifications, bidder during bidding process and/or Contractor shall bring such conflicts to the attention of the Architect in accordance with applicable requirements indicated elsewhere in other sections of Contract Documents.*

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. ***Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except that Owner shall be authorized to use any Instruments of Service for future additions or alterations to this Project or for other Projects. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.***

§ 1.5.3 ***The Contractor will be furnished free of charge two (2) sets of signed and sealed drawings and specifications. If more documents are required by the Contractor, the additional documents may be obtained at the cost of \$2.00 per sheet and \$100.00 per specification.***

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 ~~Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

§ 1.9 EXECUTION OF CONTRACT DOCUMENTS

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

§ 1.9.2 Execution of the Contract by the Contractor is a representation that said Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, the contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.

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

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

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

1.9.3.2 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise detailed.

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

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

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

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

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

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

§1.9.9 Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect one month prior to the date on which bids are opened and read, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. The Architect will furnish upon request information as to how copies of the standards referred to may be obtained.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. *The furnishing of these surveys and the legal description of the site shall not relieve the Contractor from its duties under the Contract Documents. Neither Owner nor the Architect shall be required to furnish Contractor with any information concerning subsurface characteristics, utilities or conditions of the areas where the Work is to be performed. When the Owner or Architect has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience*

of Contractor. Neither Owner nor Architect assumes any responsibility whatsoever in respect of the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the Owner or Architect in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 *and 1.5.3.*

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, *or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents,* the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, ~~except to the extent required by Section 6.1.3.~~

§ 2.4.1 *The Owner shall have the authority to immediately correct, service, repair, replace or otherwise make operational any component of their facilities including equipment if in the sole discretion of the owner the damaged component is a threat to education, safety or security. The Owner is obligated to put the Contractor on notice of the issue threatening education, safety or security, and their intent to remedy immediately with other resources and to back charge the contractor for the cost of said service, but there are no notice provisions required for the corrective actions necessary to protect the School District.*

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ *seven-day* period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect/*Construction Manager* and the Architect / *Construction Manager* may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's *and Construction Manager's* additional services

made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor *and/or his/her Surety* shall pay the difference to the Owner. ~~If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

§ 2.5.1 *The Owner shall have the authority to immediately correct, service, repair, replace or otherwise make operational any component of their facilities including equipment if in the sole discretion of the owner the damaged component is a threat to education, safety or security. The Owner is obligated to put the Contractor on notice of the issue threatening education, safety or security, and their intent to remedy immediately with other resources and to back charge the contractor for the cost of said service, but there are no notice provisions required for the corrective actions necessary to protect the Owner. The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.*

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. *The Term “Contractor” shall mean the respective Prime Contract person or entity identified as such in the Owner Contractor Agreement, for each respective Prime Construction Contract, as responsible for the supervisory control over allocation, coordination of all Subcontractors or trades, performance and completion of all portions of the Work, including cooperation with those doing portions of the Work under Separate Contract with the Owner.*

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. *Prior to execution of the Agreement, the Contractor and each Subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (I) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Subsection 3.2.1.*

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

- .1 If the Contractor requires clarification of the intent of the Contract Documents after award, the Contractor shall be responsible to issue a type written request for information (RFI) to the Architect / Construction Manager utilizing the Architect's / Construction Manager's sample form via acceptable methods set forth in Article 4.2.*
- .2 All RFI's shall clearly identify the Architect's project number, the construction company's name, author's name, date issued, address, phone numbers, facsimile number and the addressee of the communication.*

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. ***In addition to and not in derogation of Contractor's duties under Paragraphs 1.9.2 and 1.9.3, the Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a prudent and experienced contractor in advance and that are not in the nature of items described in and intended to be covered in Paragraphs 1.9.2 and 1.9., unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized without such notice to the Architect, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.***

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

§ 3.2.2.2 *Conditions Precedent – Notice*

- .1 Notice of any alleged Conflict that have been reasonably identified prior to submitting a Bid shall be provided to the Architect immediately in order that the Architect in its discretion, may issue an Addendum.*
- .2 A Bidder's failure to do so constitutes an absolute waiver of any Conflict that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such Conflict.*

- .3 If any errors, inconsistencies or omissions appear in the drawings, specifications or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained from the Architect during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Notice of Award" notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, Contractor and its Surety may be required to indemnify Owner for the costs of any such errors, inconsistencies or omissions and the cost of rectifying same including attorney's fees. Interpretation of this procedure after the ten-day period will be made by the Architect and his decision will be final. By Submission of a bid, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.*
- .4 Contractor acknowledges, except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions defined in elsewhere, by executing the Agreement, the Contractor represents the following:*
- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work and comply with all requirements of the Contract Documents.*
 - .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of products by manufacturers are consistent with;*
 - .1 good and sound practices within the construction industry;*
 - .2 generally prevailing and accepted industry standards applicable to Work;*
 - .3 requirements of any warranties applicable to the Work; and*
 - .4 all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work.*
 - .3 The Contractor has read, understands and accepts the Contract Documents and its bid was made in accordance with them.*
 - .4 The Contract Sum is based upon the products, materials, systems and equipment required by the Contract Documents without exception. Where the Contract Documents list one or more manufacturer or brand name products, materials, systems and equipment as acceptable, the Contract sum is, in each instance, based upon one of the listed manufacturers or brand name products, materials, systems, and equipment, or, if the contract Sum is based upon the substitution of an "or equal" manufacturer or product, material, system or equipment, the Contractor has in each such instance sought and received the Architect's approval for the substitution either:*
 - .1 prior to the Bid in accordance Architect's Addenda;*
 - .2 after commencement of the Work, under in conformance with substitution procedure elsewhere in the Contract Documents.*
 - .5 The Contract Sum is firm and all inclusive, and no escalation is contemplated for any reason whatsoever.*

- .1 The Contract Sum includes any and all costs associated with completion by those dates and times, including any and all costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of separate Contractors, allowing sufficient time, work and storage areas, and site access for separate Contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the work by those dates and times.*
- .2 The Contractor has reviewed the completion dates and times, and Milestone Dates set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them.*

.6 The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site, all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

Deviations from the construction documents must be noted by the Contractor at the time of shop drawing submission. Failure to do so will result in the implication of the above Sections 3.2, 3.2.1, 3.2.2, 3.2.2.1 and 3.2.2.2.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to, *unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect*, 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 *Typographical and spelling errors will be interpreted by the Architect for their intended meaning and the interpretations of the Architect shall be final and binding.*

§ 3.2.6 *Contractor, as bidder, was afforded the opportunity and encouraged to visit the project site and contractor shall be held responsible for cognizance and knowledge of existing features and conditions ascertainable by such site visit, and costs of the work associated therewith.*

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor, when requested by the Architect, shall meet with representative of the Architect at all times and furnish all information requested; he shall allow the Architect to inspect the work at all times. Neither the Owner, nor the Architect shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Architect done in good faith and within the scope of their employment by the Owner. In addition, the Contractor is entrusted with the oversight, management control, and general direction of this project to ensure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

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

§ 3.3.6 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Architect before commencing Work and review the placement of the building(s) and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for the Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractor (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and

subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§3.3.6.1 *The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.*

.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.3.7 Coordination:

- 1. The Lump Sum Single Prime Contractor "The Contractor" is the sole responsible party for the coordination of the entire project.*
- 2. The Contractor shall be responsible to coordinate and expedite the total construction process and all of its parts. The Owner relies upon the organization, management, skill, cooperation and efficiency of the Contractor to supervise, direct, control and manage the work and to coordinate and expedite the efforts of the other prime contractors and subcontractors so as to deliver the work conforming to the contract within the scheduled time. The Contractor is responsible for proper sequence and coordination. It shall determine the location of work and resolve conflicts amongst Contractors.*
- 3. The Owner has hired a CONSTRUCTION MANAGER to provide on-site Project Management services. The Construction Manager will be the Owner's Representative/Agent for this Project. The Construction Manager and the Architect will share administrative duties, which will be delineated at the Pre-construction conference. The Construction Manager will essentially be the single point of contact, defer to the Contractor for means and methods and will defer to the Architect for final clarifications and determinations of disputes, design issues, and aesthetics. The Construction Manager, along with the Architect, will manage the following processes - shop drawings, change orders, payments, correspondence, RFI's, construction schedules, documentation, job meetings, quality assurance, punchlists, etc.*
- 4. The Contractor shall provide a qualified full-time staff member or members to manage the project. THIS PROJECT MANAGER shall coordinate, organize and manage the project from the contractor's main office and oversee the shop drawing process signing off for quality assurance and conformance with the Contract Documents on each shop drawing. The Project Manager shall be subject to the approval of the Owner, Construction Manager and Architect who at all times have the right to require the contractor to replace this Project Manager if they fail to perform. The Project Manager shall conduct an onsite meeting at least once a week with the construction superintendent and all other prime and/or subcontractors in attendance to coordinate the project and review the schedule. The Construction Manager will attend but is not responsible for organizing or taking minutes. The Project Manager shall provide a meeting agenda and issue minutes within four (4) working days of each meeting.*

5. *The Contractor shall provide a qualified full-time staff member or members to manage the project on site. THIS CONSTRUCTION SUPERINTENDENT shall coordinate, organize and manage the project from the contractor's on-site field office and oversee their own work and the work of their sub-contractors. Should the prime contractor be responsible for multiple projects at different sites, or multiple locations on one large site, then the contractor shall provide a separate qualified superintendent for each of the projects or locations. This determination shall be made by and subject to the approval of the Owner, Construction Manager and Architect who at all times may require additional manpower. The superintendent shall be responsible for onsite safety, quality assurance, conformance with the Contract Documents and perform coordination with all on site construction personnel and/or subcontractors. The Construction superintendent shall be subject to the approval of the Owner, Construction Manager and Architect who at all times have the right to require the contractor to replace this Construction superintendent if they fail to perform.*
6. *The other subcontractors shall also have a designated superintendent and/or foreman who will at all times be subject to the approval of the Owner, Construction Manager and Architect. The Owner, Construction Manager and Architect reserves the right to require the contractor to replace the superintendent and/or foreman if, in the opinion of the Owner, Construction Manager and Architect, the superintendent and/or foreman is not performing satisfactorily.*
7. *Each prime subcontractor shall coordinate his activities with the activities of other contractors.*
8. *All questions pertaining to the work are to be made to the Architect sufficiently in (via an RFI Form) advance of construction to permit comparisons investigation or references to drawings and shop drawings as necessary.*
9. *The Contractor is required to submit a site logistics plan coordinating all Owner or Construction Manager functions with the access and safety of the job site.*
10. *The Contractor is required to coordinate all the inspection and material testing to meet the contract documents specifications.*
11. *The Contractor has full and sole responsibility for construction methods and implementation of a "quality control system" to insure coordination.*
12. *The Contractor is responsible for field verification of all dimensions/measurements for the coordination of materials and trades. Check field dimensions, clearances, relationships to available space, and anchors.*
13. *The Contractor shall make all necessary arrangements to conduct work so that all parts shall be carried on harmoniously and simultaneously or sequentially, so as components or increments of the same shall not interfere or retard the progress of others.*
14. *Minor changes in locations of equipment, parts, etc. due to field conditions shall be made, if so directed, at no additional cost.*
15. *The Contractor shall coordinate the delivery, unloading, movement, relocation, storage and protection of all materials.*
16. *The Contractor shall examine the drawings and dimensions and is responsible for satisfactory joining and fitting of all parts of the work.*
17. *Accurate dimensions, sleeved and opening drawings are to be submitted prior to placement in the field.*
18. *The Contractor shall prepare coordination drawings for all above ceiling areas throughout the entire project. Drawings showing all piping, duct, cable trays, electrical duct banks, and similar items, but not electrical conduit less than 4 inches in diameter. Complete architectural, mechanical and electrical reflected ceiling layouts, (including ductwork, conduits, piping, lighting, etc.).*
19. *The Contractor is responsible for any omissions of the subcontractors and is required to provide a complete operating facility.*
20. *The Contractor shall be responsible for preserving the integrity of ceiling heights and room sizes and shall:*

- a. *Check compatibility with equipment, other work, electrical characteristics, and operational control requirements. Check motor voltages and control characteristics. Coordinate controls, interlocks, wiring of pneumatic switches, and relays. Coordinate wiring and control wiring diagrams. Review the effect of changes on other work. Obtain and distribute installation data on each item of equipment requiring mechanical or electrical connections;*
 - b. *Coordinate and observe start-up and demonstration of equipment and systems. Observe and maintain record of tests and inspections. Coordinate maintenance of record documents;*
 - c. *Assist the Consultant and Construction Manager with final inspections.*
 - d. *Inform the Owner via the Construction Manager when coordination of his work is required;*
 - e. *Coordinate all mechanical, plumbing, electrical, food service and equipment/furnishings work, and coordinate that work with all other work.*
21. *Where space is limited, coordinate arrangement of mechanical, electrical, and other work to fit, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.*
22. *Coordinate cutting and patching activities and sequencing.*
23. *The Architect, Construction Manager and Owner shall assist in resolution of any coordination items.*

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive *and the provisions of Section 01300 of the Contract Specifications.*

§ 3.4.2.1 *STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes.*

- .1 *It is not the intent to limit the Contractor to any one material or product specified but rather to described as the minimum standard.*
- .2 *When proprietary names are used as the "Basis of Design", for specified products or equipment, they shall be followed by the words "or approved equal in quality necessary to meet the specifications," unless otherwise indicated elsewhere in the Contract Documents.*

§ 3.4.2.2 *The Architect will evaluate alternatives and substitutions and shall be the sole judge of whether the alternatives, (substitutions), are acceptable or not.*

- .1 *The burden of proving the alternatives, (substitutions), are equal, or better, to the specified product is that of the Contractor.*
- .2 *Contractor shall submit request for substitution in accordance with substitution procedures indicated elsewhere in the Contract Documents.*
- .3 *Any alternative names or products which do not meet the specifications will not be accepted.*

§ 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 must provide suitable storage facilities at the site for the proper protection and safe storage of his materials. Such storage facilities must be approved in advance in writing by the Architect.*

§ 3.4.5 *All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Architect's consent; but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Architect.*

§ 3.4.6 *When any room is used as a shop, storeroom, etc., during the progress of the work, the Contractor making use of the space will be responsible for any repairs, patching, or cleaning arising from such use. Prior approval of the Construction Manager or Architect for use of such areas is mandatory.*

§ 3.4.7 *Not later than seven (7) days from the Notice to Proceed, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications Divisions 1-16, and if applicable, the installing Subcontractor's name.*

§ 3.4.8 *The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the locale of the Project, including, but not limited to, trade jurisdictions and agreements, incentive and premium time, pay, procurement, living and commuting conditions. Contractor shall assume responsibility for costs resulting from his failure to verify conditions affecting his labor.*

§ 3.4.9 *Contractor shall be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1, Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.*

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work shall conform to the requirements of the Contract Documents and shall 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. *This Section shall not truncate, shorten or alter in anyway, Manufacturer's warranties.*

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

§ 3.5.2.1 *The Contractor represents that all manufacturer and supplier warranties shall run directly to or be specifically assignable to the Owner. The Contractor warrants that all portions of the work that will be covered by a manufacturer's or supplier's warranty shall be performed in such a manner so as to preserve all rights under such warranties. The Contractor hereby assigns to the Owner effective upon the termination of this contract all manufacturer's and supplier's warranties relating to the Work, and the Contractor shall upon request of the Owner, execute any document reasonably requested by Owner to effectuate such assignment. If the Owner attempts to enforce a claim based upon a manufacturer's or supplier's warranty and such manufacturer or supplier refuses to honor such warranty based in whole or in part on a claim of defective installation by the Contractor, the Contractor shall be responsible for any resulting loss or damages incurred by the Owner as a result of the manufacturer's or supplier's refusal to honor such warranty. The Contractor's obligations under this Subparagraph 3.5.2 shall survive the expiration or earlier termination of the Contract. The warranty period for all work of each Contractor shall be two (2) years from the date of final inspection and acceptance by the Owner unless otherwise specified.*

§ 3.6 Taxes

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

§ 3.6.1 *The owner is exempt from all taxes including Federal Excise Tax, fuel tax, transportation taxes and State Sales or Use Tax.*

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 *Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be required to secure permits or government approvals necessary for the proper execution and completion of the work. The Contractor shall obtain business licenses required by the State, County and/or City/Township and shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work.*

- .1** *It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner and Architect of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine.*
- .2** *The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Architect, in writing, and necessary changes shall be accomplished by appropriate Modification.*

3.7.1.1 *The required Building Permit or Permits shall be secured by the Contractor for the entire project. This shall include permits required for the Construction Manager's Trailer.*

§ 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.~~ ***all costs attributable to the correction thereof or related thereto, including all fines and penalties.***

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14 days~~ ***three (3) days*** after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§3.7.4.1 No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances (See Specification "Section 01210 – 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 *full time* competent superintendent and necessary assistants *acceptable to the Owner, Construction Manager and Architect* who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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

§ 3.9.4 A superintendent for the contractor shall be required for the overall project and a Foreman shall be required at each project site. The number of necessary Assistants to the superintendent shall be the areas where work is in progress shall be adequately supervised by the Contractor's superintendent or one of his assistants. If, in the Construction Manager's, Architect's or Engineer's opinion, the quality or progress of the work are adversely affected by lack of adequate supervision, the Contractor shall be required to increase the number of supervisory personnel at no increase in the Contract sum.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. *The schedule which is prepared by the Contractor shall indicate the proposed starting and completion date for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and must be submitted to the Architect with Contractor's Applications for Payment. If the schedule is not submitted with the payment application, no payment will be processed. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time started in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of*

personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule. Upon request and demand by Architect/Owner, Contractor shall provide a recovery schedule in accordance with the Specifications.

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

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

§ 3.10.4 *Schedules shall comply with the requirements of the Division 1 "Section 01040 - Project Coordination," Section 01310 - "Construction Progress Documentation, and Section 01315 - "CPM Schedule." The Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").*

§ 3.10.5 *In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working Additional shifts or overtime, (ii) supplying Additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.*

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subsection 3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subsection 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.6 *The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subsection 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Subsection 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the Work was properly scheduled by the Contractor in compliance with the*

requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. *See Specification "Section 01300 - Submittals," and "Section 01700 - Project Closeout," for specific details and requirements.*

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. *Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.*

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

§ 3.12.11 *Detailed requirements are specified in Specification "Section 01300 - Submittals."*

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

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

§ 3.13 Use of Site

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

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

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

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner with the exception of those directed to be erected through the contract documents and those necessary for site safety or in an emergency.

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

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

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

§3.13.6 The Contractor shall provide a temporary construction fence whether shown on the contract documents or not as required to separate the area or areas under construction from the Owners area or areas used by the public. The temporary fencing shall be approved by the Owner prior to installation. The fence shall be 6' high and have vinyl privacy fabric obstructing views into the construction area.

§ 3.14 Cutting and Patching (See Specification "Section 01045 – Cutting and Patching")

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

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

§ 3.15 Cleaning Up

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

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

§ 3.15.3 The Contractor shall perform all daily clean up and removal of debris from the site including that of his subcontractors. The Contractor shall maintain an adequate supply of laborers to accomplish daily clean up and removal of debris from the site and work areas. No debris will be allowed to accumulate in or around the building including masonry debris. The building site must be maintained free of all litter, dirt, dust and debris on a daily basis. The Owner's Team may stop all work and require all personnel on site to clean up. No accumulation of flammable material is permitted. Prior to installation of finishes the floors will be swept or vacuumed and kept free of dust and dirt until turned over to the Owner. Contractor shall immediately notify Architect/ Owner in the event of snow and or ice accumulation in the site which can reasonably affect safety.

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

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

- .1 Removal of all manufacturer's temporary labels from materials, equipment and fixtures.*
- .2 Removal of all stains from glass and mirrors; wash, polish, inside and outside.*
- .3 Removal of marks, stains, fingerprints, other soil, dust, dirt, from painted, decorated, or stained woodwork, plaster or plasterboard, metal, acoustic tile, and equipment surfaces.*
- .4 Remove spots, paint, soil, from resilient flooring.*
- .5 Remove temporary floor protections; clean, strip and provide three (3) coats of wax on new VCT floors or otherwise treat as directed by the material manufacturers recommendation, all finished floors. Final vacuum all carpet.*
- .6 Clean all interior finished surfaces, including doors and window frames, and hardware required to have a polished finish, of oil, stains, dust, dirt, paint, and the like; leave without fingerprints, blemishes.*
- .7 Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.*

§ 3.16 Access to Work

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

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

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

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

§ 3.16.4 The Contractor is to maintain reasonable access to site for structural steel erection including crane, steel deliveries, etc. The Contractor will be responsible to coordinate requirements with the Construction Manager a minimum of 21 days prior to deliveries.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§3.18.1.1 Contractor, for itself, its successors and assigns, agrees to indemnify and save Owner, the individual members (past, present and future), its successors, assigns, employees, agent, Architects, Engineers, harmless from, and against any and all claims, demands, damages, actions or causes of action by any party, together with any and all losses, costs or expenses in connection therewith or related thereto, including, but not limited to, attorney fees and costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract. Contractor and its successors and assigns agree to indemnify the Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architects, and Engineers against all fines, penalties or losses incurred for, including, but not limited to, attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, or any ordinance, regulation, rule of law of any political subdivision or duly constituted public

authority. Without limiting the foregoing, the Contractor, at the request of Owner, its individual members (past and present), its successors, assigns, employees, agents, Architects, or Engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architect, Engineers due to, or arising out of the work performed by the Contractor.

§3.18.1.2 The Contractor assumes the entire risk, responsibility, and liability for any and all damage or injury of every kind and nature whatsoever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property (including the Work itself) caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by the Change Order or otherwise. To the fullest extent permitted by law, the Contractor and its Surety shall indemnify and save harmless the Owner, the Architect, the Architect's consultants, and the respective agents and employees of any of them (herein collectively called the Indemnitees) from and against any and all liability, loss, damages, interest, judgments, and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, relating to or incurred in connection with the Work including, any and all claims, demands, suits, actions, or proceedings which may be made or brought against any of the Indemnitees for or in relation to any breach of the Contract for Construction or any violation of the laws, statutes, ordinances, rules, regulations, or executive orders relating to or in any way affecting the performance or breach of the Contract for Construction, whether or not such injuries to persons or damages to property are due or claimed to be due, in whole or in part, to any negligence of the Contractor or its employees, agents, subcontractors, or materialmen, excepting only such injuries and/or damages as are the result of the sole gross negligence of the Owner or Architect.

§ 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.

§3.18.3. The Contractor must assume all risks and bear any costs and expenses occasioned by the neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Contractor agrees to indemnify, defend and save harmless the Owner and Architect from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his agents in the performance of the work under this contract. The Contractor must properly protect all adjacent work during the progress of construction and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. The Contractor must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulation, encroachments upon neighbors, or from any other cause.

§3.18.4. The work in every respect shall be under the care of the Contractor and at his risk, he shall properly safeguard against any or all injury or damage to the public, to any property, materials, or thing, except where stipulated otherwise in the specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. The Contractor shall indemnify and save harmless the Owner and Architect from all and all manner of, actions and causes of action, suits, judgments, damages, claims and demands whatsoever in law or equity (including the cost of defense thereof and which shall be assumed by the Contractor) in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

§3.18.5. In the event that any such costs and expenses are claimed, made, asserted, or threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from any payments due or to become due to the Contractor an amount sufficient to protect the Owner from such claim, loss, cost, expense, liability, damage or injury, including attorneys' fees and expenses reasonably necessary for the defense thereof

§3.19 Re-design

§3.19.1 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings, he shall pay for all costs arising from such changes. The Contractor shall pay all Legal, Construction Management, Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction and details shown shall be made only after written approval from the Architect.

§3.19.2 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Owner-Contractor Agreement, which representations and warranties shall survive the execution and delivery of the Owner-Contractor Agreement and the final completion of the Work

- .1 that he/she is authorized to do business in the State, County, and / or City where construction will take place at the Project and is properly licensed by all necessary governmental and public authorities having jurisdiction over him/her and over the Work and the site of the Project;**
- .2 that he/she is familiar with all Federal, State, Municipal and Department laws, ordinances and regulations, which may in any way affect the work of those employed herein, including but not limited to any special acts relating to the work or to the project of which it is a part;**
- .3 that such temporary and permanent work required by the Contract Documents as is to be done by him/her, can be satisfactorily constructed and used for the purposes for which it is intended;**
- .4 that he/she is familiar with local trade jurisdictional practices at the site of the project;**
- .5 that he/she has carefully examined the plans; the specifications and the site of the work, and that from his own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, and the general local conditions, and all other materials which may in any way affect the work or his/her performance;**
- .6 that he/she has determined what local ordinances, if any, will affect his work. He/She has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over property on which the Work will be performed. Any costs of compliance with local controls are included in the prices bid, even if documents of such local controlling agencies are not listed specifically in the Contract Documents.**

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect" 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 whose status under the Contract Documents shall be that of the Architect.*

§ 4.2 Administration of the Contract

§ 4.2.1 *The Architect and Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the two-year period for correction of Work described in Paragraph 12.2. The Architect and Construction Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. The Owner has hired a Construction Manager to provide onsite Project Management services. The Construction Manager will be the Owner's Representative for this Project. The Construction Manager and the Architect will share administration duties, which will be delineated at the Pre-construction meeting. The Construction Manager will essentially be the single point of contact, defer to the Contractors for means and methods and will defer to the Architect for final clarifications and determinations of disputes, design issues, and aesthetics.*

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

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

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's *and Construction Manager'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 *and Construction Manager* have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.1, 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

§ 4.2.15 *The Owner has hired a Construction Manager to provide on-site Project Management services. The Construction Manager will be the Owner's Representative/Agent for this Project. The Construction Manager and the Architect will share administrative duties, which will be delineated at the Pre-construction conference. The Construction Manager will essentially be the single point of contact, defer to the Contractor for means and methods and will defer to the Architect for final clarifications and determinations of disputes, design issues, and aesthetics. The Construction Manager, along with the Architect, will manage the following processes - shop drawings, change orders, payments, correspondence, RFI's, construction schedules, documentation, job meetings, quality assurance, punchlists, etc.*

§4.2.16 *Reference in the technical provisions of the specifications to standard specifications and test methods, including those of the American Society for Testing and Materials, the American Iron and Steel Institute, the American National Standards Institute, the American Society of Mechanical Engineers, the American Society of Heating, Refrigeration and Air Conditioning Engineers, the Factory Mutual System, the National Fire Protection Association, Federal Specifications, and other similar nationally recognized technical societies and agencies shall refer to the editions and revisions current with the date of the Contract Documents.*

§4.2.17 *The Architect's decision with respect to proposed substitutions of material or equipment specified by trade name shall be final. The Architect reserves the right to waive specifications and to accept a proposed substitution which in his opinion is superior to the material or product specified, or to limit the specification to the product specified.*

§4.2.18 *Approval of substitutions shall not relieve the Contractor of responsibility for adequate fulfillment of all the various parts of the work, nor from specified guarantees and maintenance. Modification of adjacent or connecting work required due to any substitution approval shall be provided as part of the substitution.*

§4.2.19 *Insofar as practicable, except as otherwise specified or shown, the material or product of one manufacturer shall be used throughout the work for each specified purpose.*

§4.2.20 *Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request clarification from the Architect before proceeding.*

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

Identification of Subcontractors required by N.J.S.A. 18A:18A-18 shall be provided with the bid specifications in accordance with that statute. The names of all subcontractors and material suppliers not covered by N.J.S.A. 18A:18A-18 shall be submitted to the Architect for approval not later than seven (7) days after the date of the notice to proceed. The list of proposed subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the work. The description shall be in sufficient detail to allow the Architect to determine general conformance to Contract requirements. Approval of the submittals required under the Article shall not relieve the Contractor from conformance to the Contract Requirements

§ 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.

5.2.2.1 The Architect will promptly reply in writing to the Contractor stating whether the Owner or 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. Failure of the Owner or Architect to reply promptly shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

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

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

§ 5.3 Subcontractual Relations

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

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 *The Contractor shall obligate each subcontractor specifically to comply with the New Law Against Discrimination N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. to avoid discriminatory practice in employment.*

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

§ 5.3.3 *The Contractor shall obligate each Sub-Contractor to comply with the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.*

§ 5.3.4 *In the event the Contractor requires a retainage % higher than which is held by the Owner, said retainage shall not be more than 3% of the Owner's retainage.*

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect ***and Construction Manager*** of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent. ***Should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.***

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5 ***or to other completed or partially completed construction or property on the site or to property of any adjoining Owner or other party.***

6.2.4.1 Should the Contractor cause damage to the work or property of any separate Contractor on the Project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or Court of Law if he will so settle. If such separate Contractor sues the Owner, or the Architect or initiates a Court of Law proceeding on account of any damage alleged to have been so sustained, the Contractor agrees that he will hold the Owner or Architects harmless against any such suit, and that he will reimburse to the Owner or Architect, as the case may be, the cost of defending such suit, including reasonable attorney's fee and if judgment against Owner or Architect arises therefrom, the Contractor shall pay all judgment cost incurred by the Owner or Architect.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

7.1.1.1 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event no later than five (5) working days from the date such direction or order was given, submit to the Owner's Team its change proposal for the Owner's approval.

7.1.1.2 When submitting its change proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule including a specific number of days for a time extension. If the Change Order Request does not provide an additional time request, the Contractor shall not be entitled to an extension of time. The Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets if requested of any Subcontractors. The Contractor may not claim additional time at a later date and shall remove any language to that effect from his/her Change Order Request.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone *in accordance with Paragraph 7.4.*

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. ***Except as permitted in Section 7.3 and Section 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.***

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

§ 7.2 Change Orders

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

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

§ 7.2.2 ***Methods used in determining adjustments to the Contract Sum include those listed in Subparagraph 7.3.4. The total for overhead and profit shall NOT exceed 15%.***

§ 7.2.3 ***Any change in work authorized in writing by the Owner and Architect that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, appropriate overhead and profit (15% maximum) and contract time.***

§ 7.2.4 ***When a Change Order involves both additions and deletions in material, the net quantity is to be determined and the 15% overhead and profit is to be applied to the net quantity.***

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

§ 7.2.6 ***Request by the Contractor for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted to the Architect and the Owner with itemized labor and material quantities and unit prices to permit proper evaluation of the request. A submission by the Contractor containing unsubstantiated lump sum requests for adjustment of the Contract Amount will not be considered by the Owner and Architect. The Owner and***

Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit satisfactory justification and back-up with any request for adjustment to the Contract Amount.

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

§ 7.2.8 No additional time will be granted to the Contractor for minor change orders unless each individual change order totals more than \$100,000.

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement *not to exceed 15%*. ~~or if no such amount is set forth in the Agreement, a reasonable amount.~~ In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor *shall be in accordance with the New Jersey Prevailing Wage Rates at the time of the Contract commencement with no additional "labor burden", future increases or any other considerations.* ~~including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~

- .2 Costs of materials, supplies, and equipment, including ~~cost of transportation~~, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, *only when machinery or equipment is not already on site* ~~whether rented from the Contractor or others~~;
- .4 Costs of premiums for all bonds and insurance *shall be limited to 1.5%*, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change ***WILL NOT BE PERMITTED!***

§ 7.3.4.1 *The allowance for overhead and profit combined, included in the total cost to the Owner, may only include a Contractor, his Subcontractor and shall be limited to a total of 15% of the cost.*

§ 7.3.4.2 *In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontractors, they shall be itemized.*

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect *and/or the Construction Manager* may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the

Contract Time. The Architect's *and/or the Construction Manager's* order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect/*Construction Manager within five (5) calendar days* and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's *and/or Construction Manager's* order for a minor change without prior notice to the Architect/*Construction Manager* that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 ~~The date of commencement of the Work is the date established in the Agreement.~~ *The work to be performed under this Contract shall commence after the required insurance has been obtained and approved and within three days after issuance of the notice to proceed by the Owner. The Contract Time shall commence as of the date of the Notice to Proceed unless otherwise specified in the agreement.*

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

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

§ 8.2 Progress and Completion

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

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

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

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

§ 8.2.5 *Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain the Project Construction Schedule, and when also requested by the Architect, Construction Manager and the Owner, and shall be without additional cost or charge to the Owner.*

§ 8.2.6 *Work shall commence within ten (10) days of the issuance by Owner of a Notice to Proceed and shall proceed uninterrupted to Final Completion. The Contractor acknowledges and recognizes that the*

Owner is entitled to full and beneficial occupancy and use of all or part of the completed Work in accordance with the Milestone Dates set forth in other sections of the Contract Documents, as per approved Schedule, and that the Owner has made arrangements to discharge its public obligations based upon the Contractor's achieving Substantial Completion of all of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work as required by the Project Construction Schedule and/or within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agrees as set forth below.

- .1 If the Contractor fails to achieve partial completion within the requirements of the Milestone Dates or the approved Schedule or to achieve Substantial Completion of all or part of the Work when and as required by the Project Construction Schedule and/or within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and its Surety, as liquidated damages and not as a penalty, the amounts indicated in other sections of the Contract Documents and commencing upon the first day following expiration of the Project Construction Schedule and/or the Contract Time, as the case may be, and continuing until the actual Date of Substantial Completion.*

§8.2.7 Adherence to Schedule

- .1 The Owner reserves the right to withhold monthly progress payments if the Contractor is behind schedule, unless the Contractor documents, in writing, any delays that are not the fault of the Contractor and to which the Owner and Architect agree.*
- .2 Monthly progress payments will only be released after the Contractor reaches the status of completion for that month contemplated by the construction schedule.*

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; *or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 8.3.3 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal* (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any claim for extension of time shall be made in writing to the Architect not more than five (5) days after the commencement of the delay, otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work. No claim made beyond the five (5) days shall be considered valid.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, any extension of the Contract Time, to the extent permitted under Paragraph 8.3.1., shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity or (4) other similar claims (collectively referred to in this Paragraph 8.3.3. as "delays"), whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential damages, lost opportunity cost, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies shall not be construed as an act of interference with the Contractor's performance of the Work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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

§ 8.3.4.1 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.1.3 Payment procedures shall be as follows:

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work *which in the aggregate equals that total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. It will be necessary for all Contractors to divide their contract into a separate schedule for the work performed at the project. These schedules, when approved by the Architect, Construction Manager and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by the Contractor to the "Applications and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure .* The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. ~~This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~

§ 9.2.2 The Contractor shall include the following separate items in his/her schedule of values:

- Punch List Work - Minimum of 1% of contract value*
- Value for testing*
- Value for Record Drawings and manuals*
- Value for final clean-up and monthly value for daily clean up by the Contractor*
- Value for equipment start-up and commissioning*
- Value for shop drawings*
- Value for Owner's attic stock*
- Safety protections*
- Project Schedule and Monthly Updates*
- Winter Protection*
- Allowance*
- TAB coordination shiv, belts and modifications as required*

§ 9.3 Applications for Payment

§ 9.3.1 *The Contractor shall submit to the Architect an itemized Application for Payment for their Contract on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Payroll Certification for all employees of all of the workers on the project shall be submitted as well as other such data for the purposes of summarizing the work and tracking the project. The Architect and the Construction Manager will process the application and forward it with his recommendations to the Owner* At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.1.3 *Until substantial completion, the Owner will pay 98% of the amount due the Contractor on account of progress payments until a balance of \$500,000 is due the Contractor. The retainage will then be increased to Five Percent (5%) of the \$500,000.00 balance of the contract until final completion. The retainage will be held until final acceptance of the project by the Architect and the Owner. The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, A.I.A. Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.*

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

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

1. *A current contractor's lien waiver and duly executed and acknowledged sworn statement by an officer of the Contractor showing all subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment.*
2. *A Purchase Order or Voucher if required by the Owner.*
3. *A Schedule Update approved by the Construction Manager and Architect.*
4. *A Third Party (not the General Contractor) written Field Safety Inspection Report.*
5. *An updated Shop Drawing Log showing the status of all of the required Shop Drawings.*

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, At the Owner's Option, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site~~

shall be conditioned upon compliance by the Contractor with procedures *Paragraphs 9.3.2.1, 9.3.2.2, 9.3.2.3 and 9.3.2.4* and satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

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

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

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

§ 9.3.3 The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefor by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligation on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damages to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The Contractor acknowledges that actual payments pursuant to any Application for Payment and Certificate for Payment must be voted upon by the Owner at a public meeting. Typically, the Owner has monthly public business meetings. Provided an Application for Payment is received by the Architect not later than the date required by the Owner, and upon issuance of a Certificate of Payment for all or part of the Application for Payment, the Owner shall make payment to the Contractor not later than the tenth (10th) day after the Owner's regular public meeting held during the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten (10) calendar days after the next regular public meeting of the Owner held after the late submitted Application for Payment has been reviewed and certified for payment by the Architect.

§ 9.3.4.1 Contractor shall comply with the terms of the agreement between Owner and Contractor with reference to Applications for Payment.

§ 9.3.4.2 Certification shall be subject to Consent of Surety presented by the Contractor for each application.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven *Fourteen* days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. ***The Architect must receive this information in accordance with the schedule set forth at the Pre-Construction Meeting***

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

§ 9.5 Decisions to Withhold Certification

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

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

- .8 *The failure of any Contractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are up-to-date shall be required by the Architect before approval of the Contractor's monthly payment requisition will be considered.*
- .9 *The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.*
- .10 *Shop drawings not submitted as required by the Contract Documents.*
- .11 *Failure to cooperate with Owner, Construction Manager or Architect relative to construction schedule, material storage, coordination with the Owner, clean up or safety.*

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

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

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

- .1 *If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.*
- .2 *The failure of the Owner to retain any percentage payable to the Contractor or any change in or variation of the time, method or condition of payments to the Contractor shall not release or discharge to any extent whatsoever the Surety upon any bond given by Contractor hereunder. The Owner shall have the right, but not the duty, to disregard any schedule of items and costs that the Contractor may have furnished and defer or withhold in whole or in part any payment if it appears to the Owner, in its sole discretion, that the balance available in the Contract Sum as adjusted and less retained percentages, may be insufficient to complete the Work.*
- .3 *Notwithstanding any provision of any law to the contrary, the Contractor agrees that the time and conditions for payment under the Contract for Construction shall be as stated in the Contract for Construction and in the Contract Documents. The Contractor specifically agrees that Owner's failure to give, or timely give, notice of:*
 - .1 *any error in an invoice or application for payment submitted by the Contractor for payment; or*
 - .2 *any deficiency or non-compliance with the Contract Documents with respect to any Work for which payment is requested, shall not waive or limit any of the Owner's rights or defenses under the Contract for Construction and the Contract Documents, or require the Owner to make a payment in advance of the time, or in an amount greater than, as provided by the Contract for Construction.*
- .4 *The Contractor shall make payments to its subcontractors in accordance with the provisions of any applicable law governing the time, conditions, or requirements for payment to its Subcontractors, and shall comply with the provisions of any such law.*
 - .1 *The Contractor will pay its Subcontractors no later than (15) fifteen days after receipt of a payment from the Owner which includes payment for the work of any such Subcontractors.*
 - .2 *The Contractor shall require its Subcontractors, by appropriate agreement, to pay their subcontractors and suppliers (of any tier) within the same time.*

- .3 *The Contractor and its Surety shall indemnify and defend the Owner any loss, cost, expenses, or damages including attorney's fees, arising from or relating to the Contractor's failure to comply with such law.*

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. ***Notwithstanding Certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in Subparagraphs 9.5.1 through 9.5.1.11. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults by the Contractor remain uncured.***

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

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

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

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

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

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

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

§ 9.6.9 *The Owner will issue timely payments to the Contractor in accordance with the requirements of “The Prompt Payment Act”, N.J.S.A. 2A:30A-1, et seq. The Contractor is hereby notified that the Owner, as a public entity, requires all payments to be approved at scheduled public Board of Education meetings. The vote on authorization for payments will be made at the first public meeting of the Board, following the Board’s receipt of the Architect’s authorization for payment, and paid during the subsequent payment cycle. The time schedule will be established at the Pre-Construction Meeting and subsequent project meetings.*

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not *for reasons other than a default of the Contract, including but not limited to those defaults set forth in Subparagraphs 9.5.1.1 through 9.5.1.11* pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by *a court of law binding dispute resolution*, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately ~~and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.8 Substantial Completion

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

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

- 1. All required final inspections have been completed by the authority having jurisdiction resulting in a TCO or CO.*
- 2. Air Balancing Reports: Reports can be handwritten field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. Final Air and Water Balancing Reports certified by the licensed balancer are required for “Final Acceptance” and the start of the warranty period. (These reports must be submitted in accordance with the shop drawing process to Garrison Architects so that they can be tracked and approved and distributed to all applicable parties).*

3. *Equipment Start Up Reports: Reports can be handwritten field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. (These reports must be submitted in accordance with the shop drawing process to Garrison Architects so that they can be tracked and approved and distributed to all applicable parties).*
4. *Owner On-site ATC Training: Refer to the ATC specifications for training requirements on-site and off-site. The Owner does not have beneficial use of the mechanical system until they can operate it following this training.*
5. *Completion of Commissioning: Refer to the Start-up and Adjustment specifications. This process will require the Owner's Operator, Construction Manager and the Mechanical Engineer on site to witness a demonstration and operation of every mechanical device. The devices shall be operated from the on-site Owner's ATC Computer and verified by the Mechanical Contractor's field personnel to confirm proper operation. In addition to this demonstration, the contractor shall demonstrate Owner required maintenance of all mechanical equipment to maintain the manufacturer's warranty. This should include but not be limited to belt tension/adjustments, filters, etc. Please schedule several days for the commissioning process.*
6. *Written certification from a qualified, AHC (Certified Architectural Hardware Consultant) that the hardware, cores and keying has been installed and tested in every door and is 100% complete for each phase or the total project whichever comes first.*
7. *Provide a Fire Alarm System NFPA Record of Inspection and Testing Certification Form.*

§ 9.8.2 **"PUNCH LIST"**: 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 **"PUNCH LIST"** to be completed or corrected *along with all special warranties required by the Contract Documents endorsed by the contractor* prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.2.1 *The Contractor shall perform a Quality Control / Quality Assurance QC/QA Punchlist of all work prior to requesting Substantial Completion and a punch list from the Owners Team. The Contractor's Project Manager shall take the lead and conduct an onsite review with the Contractor's superintendent and representation from every major sub prime contractor. Notification of this onsite walk thru shall be provided in writing to all members of the Owners Team who may or may not choose to attend. The Contractor's Project Manager shall record and distribute this QC/QA Punchlist in a matrix that provides an additional column for the Contractor to document the completion of the work and the date. After successful completion of the Contractor's QC/QA Punchlist and all work, the Contractor shall request the Owners Team perform a Punchlist. Substantial Completion shall be requested in accordance with paragraph 9.8.1.*

§ 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 *and the requirements above* so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit *in writing* a request for another inspection by the Architect to determine Substantial Completion.

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

Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.9.4 The occupancy of any portion of the Work shall not constitute acceptance of any Work, except as hereinafter stated, nor does it waive the Owner's right to Liquidated Damages. Final Acceptance of the Work shall be for the whole Work only and not part.

§ 9.9.5 As portions of the Project are completed, and occupied, Contractor shall ensure the continuing construction activity will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

- .1 The Contractor agrees to coordinate the Work with the Architect and the Owner in order to minimize disturbance to occupied portions of the structure.***
- .2 In the event performances or scheduled events by the Owner are conducted in close proximity to the Work in progress, the Contractor agrees to cease all work which may disturb the Owner's occupants at the site.***

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. ***All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.***

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ***evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents: including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedule: master, sub-master and special keys, (c) delivery to the Construction Manager of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Construction Manager's review and delivery to Owner, (d) delivery to the Construction Manager a printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approval form, (e) delivery to the Construction Manager of specified Project record documents and (f) delivery to Owner of a Final Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment*** if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

9.11 LIQUIDATED DAMAGES

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

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

§ 9.11.3 *For projects that have milestone completion dates, liquidated damages shall apply to all phased construction milestone dates as established by the phasing plan, sequencing section and/or the Summary of Work.*

§ 9.11.4 *Substantial completion will be determined by the Architect as defined in paragraph 9.8.1.*

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

§ 9.11.6 *The Owner will suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum of \$2,500.00 stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is substantially complete.*

§ 9.11.7 **TWO THOUSAND FIVE HUNDRED (\$2,500) PER DAY CALENDAR DAY FOR PUNCH LIST ITEMS.** *Contractor has thirty (30) days to complete the final punch list. Liquidated damages will be addressed starting on the 31st day after receipt of Notice of Substantial Completion or issuance of the Final Punch List, whichever comes later, to that date of the Construction Manager's and Architect's acceptance that all punch list(s) have been completed.*

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

1. *The Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines. All cost associated with complying with all safety requirements shall be included in each contractor's base bid.*
2. *The Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall designate a safety person at the job site while the contractor is working on the project site. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Architect and/or the Construction Manager are not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.*
3. *Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with Facility Operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.*
 - A. *The Contractor to provide, maintain, relocate and remove in coordination the Construction Manager, a 6' high, perimeter security fence. Fence will surround the building and proposed parking areas and will have signage attached at 100' intervals advising "Construction Area – Please Keep Out". The Contractor to be responsible for opening and securing site each day.*
 - B. *Orange safety fencing will be installed around the entire area of any and all earthwork, excavations, etc. and will be maintained until the work is complete.*
 - C. *This is a hard hat job. Identifying hard hats shall be worn at all times.*
 - D. *Hot work permits will be issued by foreman for all activities involving open flames.*
4. *The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values. The failure to provide a competent person on site to properly identify and take immediate corrective action may result in deductions to the general condition safety line item of the schedule of values.*
5. *The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints / issues generated by contractor employees, owners, owner's representatives or members of the public.*
6. *Contractor shall maintain all egress routes throughout building. Contractor shall post exit signs as coordinated with the Construction Manager. Contractor shall provide wall hung fire extinguishers throughout building as deemed necessary by the Construction Manager and fire officials.*
7. *Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being with and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel, Owner's personnel and representative, and the public.*
8. *Upon written receipt of safety concerns and /or issues, the Contractor shall respond in writing addressing how the safety concerns or issues were resolved. The Construction Manager shall be copied on all safety-related correspondence.*
9. *The Contractor's response and compliance with correction of deficiencies noted in the safety concerns notice issued by the Authority having jurisdiction is mandatory. Failure to comply will be grounds for withholding of progress payments until the conditions are acceptable to O.S.H.A or Authority having local jurisdiction.*
10. *The Contractor shall submit to the Construction Manager, a copy of all licenses (welding, power nailers, asbestos, etc.) as required by applicable agencies.*

11. Contractor shall have all required personal protective equipment and materials available for use by each employee as required by Federal, State and Local guidelines.
12. Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.
13. Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee. A copy of all safety-training documents is to be provided to the Owner and updated as manpower loading increases.
14. The Contractor shall supply (2) two OSHA approved means of access/egress to each floor and roof for the course of the entire project for use by all applicable parties. The Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access/egress and as necessary to protect personnel from overhead work
15. The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. General Contractor to provide for fire separation walls between occupied areas as required by local officials.
16. Contractor shall provide, relocate and /or maintain barricades, signage, provide flagmen etc. as necessary to ensure public safety and safe egress. Contractor to provide, maintain, relocate and remove in coordination with the Construction Manager, the perimeter security fence.
17. Notify the Construction Manager, immediately upon arrival of OSHA to the site.
18. Contractor shall submit to the Construction Manager all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property. Contractor to comply with NJ Law regarding the use or storage of hazardous substances in Schools. MSDS sheets shall be posted prior to product being delivered to site.
19. Contractor, subcontractor, vender, etc. should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these reflections, or being belligerent, will be subject to removal from the site at the sole discretion of Owner.
20. Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.
21. For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Construction Manager. Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide additional barricades and fencing around his crane and steel at all times.
22. Contractor must submit an acceptable OSHA compliant site specific written safety plan to the Construction Manager for review within fourteen (14) days from the notice to proceed or prior to mobilizing on site, whichever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:
 - Full time no smoking policy or alcohol use is allowed on the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site. (Contractors shall post required signs).
 - Full time hard hat policy (identifying hard hats shall be worn at all times).
 - Site specific emergency action plan with contractor phone numbers, active 24 hours a day, 7 days a week.
 - Competent on-site safety representative, named and active (Provide alternate)
 - Scaffold erection plan, including a log of daily inspections.
 - Full time fall protection plan for exposures over 6'-0".
 - Job site signage plan (Perimeter fence warning signs posted 50'-0" o/c.
 - First aid and CPR provisions.
 - OSHA 200 log and Job Safety and Health Protection poster.
 - Daily clean up.

- *Hazard Communication Program with MSDS logged and maintained.*
- *Hazard Communication program.*
- *Daily diary of work, issues, and incident, etc.*
- *Sheeting, shoring and excavations protection line.*
- *GFI safety program.*
- *Hazardous Energy Control Lock out tag out program.*
- *Required safety clothes; Eye & ear protection, respirators, boots, belts, gloves etc. as appropriate to their work requirement.*
- *Fire Extinguishers.*
- *Removal guard rail and protection at material loading areas, 200lb force minimum requirement.*
- *All stairs and platforms must have railings, 200lb force minimum requirement. Stair pains and landings must be filled prior to their use.*
- *Daily inspection of tools and equipment; verify safety devises are operational.*
- *Ladder usage plan.*
- *Weekly toolbox meetings, documented and signed by each employee*
- *Temporary heat procedures.*

23. *Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the project files.*
24. *The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.*

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. *as well as any other real or personal property of the Owner.*
- .4 *The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.*

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

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

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

§ 10.2.2.3 Contractors must comply with construction and environmental standards contained in Federal and State Regulations and other applicable laws.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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

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

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

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

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

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

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

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

- .1 No use of alcoholic beverages prior to or during working hours. Anyone found impaired after lunch will be escorted from the Project site.*
- .2 No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.*
- .3 No horseplay or rough-housing will be allowed.*
- .4 No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.*
- .5 All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.*
- .6 All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.*
- .7 All equipment is to be properly stored and/or secured at the end of the workday or if it is to remain idle for greater than one hour.*
- .8 All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.*

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, **Construction Manager** and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, **Construction Manager** 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, **Construction Manager** or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor **Construction Manager** and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up *adjustments shall be accomplished as provided in Article 7.*

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

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

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

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

§ 10.3.7 *The Contractor shall submit to the Owner/Construction Manager all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous materials on school property. Contractor to comply with NJ Law regarding the use or storage of hazardous materials in Schools.*

§ 10.3.8 *Prior to bringing any fill material (such as topsoil, engineered fill, DGA, tire scrub at the construction entrance, etc.) onto the project site, the Contractor must have the material tested and certified to be clean and free from any hazardous material. Provide this information per the submittal requirements via a shop drawing*

§ 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.

§ 10.4.1 – EMERGENCY/SAFETY PLAN

All parties involved in the construction process should be aware of emergency services that may be required during the construction process.

Contractor shall establish the site-specific Emergency Action Plan and, after approval by the owner, and local authorities, shall display at site trailers and various locations at the site.

In case of an accident, emergency, or injury on the job site, the Contractor shall immediately follow the Site-Specific Emergency Action Plan. Following the incident, the Contractor shall submit to the Construction Manager a complete written accident report detailing the circumstances which caused the accident, extent of injuries, damage to the building, time of accident, corrective action required, etc.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

All insurance provisions shall be confirmed with Owner's Insurance Agent.

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is *located and such company shall be rated at least A- by A.M. Best. The Owner, Construction Manager, Garrison Architects, the State of New Jersey and the New Jersey Department of Education* shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§11.1.1.1 *Construction Manager to be included as additional insured in all places where Architect is named. Contractor shall, without in any way altering Contractor's liability under the Contract or applicable law, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below in the Schedule of Insurance Coverages and shall provide to Owner certificates issued by insurance companies satisfactory to Owner to evidence such coverage no later than 7 days of the date of the execution of this Contract and prior to any personnel or equipment being brought onto and/or before any work commences at the job site. The coverage afforded under any insurance obtained pursuant to this paragraph shall be primary to any valid and collectible insurance carried separately by any of the indemnities. Such certificates shall provide that there shall be no cancellation, non-renewal or material change of such coverage without thirty (30) days prior written notice to Owner. In the event of any failure by Contractor to comply with the provisions of this Article 11, Owner may, at its option, on notice to Contractor, suspend the Contract for cause until there is full compliance with this*

Article 11 and / or terminate the Contract for cause. Alternatively, Owner may purchase such insurance at Contractor's expense, provided that Owner shall have no obligation to do so, and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. Contractor shall provide to Owner a copy of any and all applicable insurance policies. The Owner, Construction Manager, , the State of New Jersey and the New Jersey Department of Education shall be named as an additional insured on a primary and non-contributory basis on all Insurance Policies to be provided by the Contractor.

§ 11.1.1.2 Schedule of Insurance Coverages

.1 Commercial General Liability, Each Occurrence

<i>a.</i>	<i>Each Occurrence:</i>	<i>\$ 1,000,000.00</i>
<i>b.</i>	<i>Damage to Rented Premises:</i>	<i>\$ 300,000.00</i>
<i>c.</i>	<i>Medical Expense (Any one person):</i>	<i>\$ 15,000.00</i>
<i>d.</i>	<i>Personal & Adv Injury:</i>	<i>\$ 1,000,000.00</i>
<i>e.</i>	<i>General Aggregate:</i>	<i>\$ 2,000,000.00</i>
<i>f.</i>	<i>Products – Comp/Op Agg:</i>	<i>\$ 2,000,000.00</i>

.2 Automobile Liability: (Hired autos, scheduled autos, non-owned autos)

<i>a.</i>	<i>Combined Single Limit (each accident):</i>	<i>\$ 1,000,000.00</i>
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.3 Workers Compensation and Employers Liability:

<i>a.</i>	<i>WC Statutory Limits:</i>	
<i>1.</i>	<i>E.L. Each Accident:</i>	<i>\$ 1,000,000.00</i>
<i>2.</i>	<i>E.L. Disease – Each Employee:</i>	<i>\$ 1,000,000.00</i>
<i>3.</i>	<i>E.L. Disease – Policy Limit:</i>	<i>\$ 1,000,000.00</i>

.4 Builder's Risk Insurance: *The Contractor shall provide Builder's Risk Insurance for all risk of physical loss or damage to the property described hereunder in an amount equal to the Total Project Value, and furnished under Construction Contracts for the School Facilities Project; excepting excavations, foundations and other structures customarily excluded by such insurance. The Builders Risk Policy is to include coverage for the perils of Earthquake, Flood, Full Windstorm, Equipment Breakdown and Theft (excluding employee theft), contain an endorsement allowing permission to occupy and include coverage for both transit and offsite storage. The policy is also to include all contractors, subcontractors and sub-subcontractors as well as the Owner, State of New Jersey, Gloucester County, the Construction Manager and Garrison Architects as Additional Named Insureds on a primary and non-contributory basis. The contractor and all subcontractors are responsible for all policy deductibles and uninsured or underinsured losses Notwithstanding, if the cause of any loss payment under such insurance is the fault of the Contractor, then the Contractor shall pay such deductible.*

.5 The Policy shall name the following as Additional Insured:
The Owner, Construction Manager, , the State of New Jersey and the New Jersey Department of Education as additional insureds on a primary and non-contributory basis

- .6 *Contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.18 of the AIA General Conditions.*
- .7 *Workers' Compensation Insurance of not less than statutory limits.*
- .8 *Completed Operations Insurance written to the limits specified for liability insurance specified under subparagraph .1 above. Coverage shall be required from the date of the start of Beneficial Occupancy until one year after the issuance date of Final Certificate for Payment.*
- .9 *Certificates of insurance must be submitted on the ACORD Form, Certificate of Insurance. Contractor's ACORD Certificate of Insurance must state "Contractual Liability Included" or it will be rejected.*
- .10 *The Contractor shall either*
 - .1 require each of his subcontractors to procure and to maintain during the life of their subcontracts, Subcontractor's Public Liability and Property Damage, of the type and in the same amounts as specified in the preceding paragraph; or*
 - .2 insure the activities of their subcontractors under their respective policies.*

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

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

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

§ 11.1.5 **Contractor shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and without limitation complying with the following specific requirements:**

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;*
- .2 The bonds shall be executed by a responsible surety licensed in the State of New Jersey Best's rating of no less than A-/X and shall remain in effect for a period of not less than two years following the date of final acceptance or the time required to resolve any items of incomplete or inadequate work and the payment of any disputed amounts, whichever time period is longer;*

- .3 *The performance bond and the labor and material payment bond shall each be in an amount equal to the Contract Sum;*
- .4 *The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;*
- .5 *Any bond under this Paragraph 11.1.5 must display the surety's bond number. A rider including the following provisions shall be attached to each bond:*

(1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents which singularly or in the aggregate equals or is less than 20% of the Contract Sum. Any other alterations, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder and notice to surety of such matter is hereby waived.

(2) Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in writing) to be given to the Owner, and the Owner shall have 30 days after receipt of such notice within which to cure such default or such additional reasonable time as may be required if the nature of such default is such that it cannot be cured within 30 days. Such notice of default shall be sent by certified or registered U.S. mail, return receipt requested, first class postage prepaid to the Owner.

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

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

§ 11.1.8 If the Contractor fails to purchase and maintain or require to be purchased and maintained any insurance required under this Article 11, the Owner may, but shall not be obligated to, upon 5 days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to deduct said cost from the Contractor's Contract Sum.

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

§ 11.1.10 *The Contractor shall cause each subcontractor to (1) procure insurance in the amounts set for in Article 11 and (2) name the indemnities under Paragraph 3.18 as additional insureds under the subcontractor's comprehensive general liability policy. The additional insured endorsement included on the subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the claims, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of such other insurance.*

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

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. *Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment.*

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor,

Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to~~

~~requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. *If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause each such item to be restored to "like new condition" at no expense to the Owner.*

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one year~~ *two (2) years* after the date of Substantial Completion *Final Acceptance* of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such

notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- .1 The obligations under Item 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.*
- .2 Upon completion of any work under or pursuant to Item 12.2., the two-year correction period in connection with the work requiring correction shall be renewed and recommenced.*

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. *This paragraph relates exclusively to the knowing acceptance of nonconforming work by the Owner. It has no applicability to work accepted by the Owner or Architect without the knowledge that such work fails to conform to the requirements of the Contract Documents.*

§ 12.3.1 *The Contractor and its Surety guarantee to make good, repair and/or correct, at no cost or expense to the Owner, any and all latent defects hereafter discovered, provided only that notice in writing, shall be given by the Owner to the contractor within two years of the discovery of such defects.*

- .1 This obligation shall survive the termination of any or all other obligation or obligations under the contract Documents and it is agreed by the Contractor and its Surety that in the event the Owner is required to bring suit under this provision against the Contractor or its Surety to enforce this obligation, the contractor and its Surety hereby waive any defense of the status of limitations.*

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ ***Governing law shall be the State of New Jersey and any dispute arising from the Work or this Contract shall be brought in the Superior Court of New Jersey.***

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 ***The Owner shall provide and contract for "structural tests and special inspections" as required by the NJ DCA Bulletin 03-5. The Contractor shall coordinate, schedule, and provide on-site supervision and man-power to facilitate the testing. All other 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. The Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. The Architect or Owner may at any time request and receive from the Contractor satisfactory evidence that materials, supplies or equipment are in conformance with the Contract Documents. The Conduct of any inspection of test and the receipt of any approval shall not operate to relieve the Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.*** ~~Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor~~

shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. *The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.*

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

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

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

§ 13.5 Interest

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

§ 13.5.1. *The Contractor shall not be entitled to any payment of interest for any reason, action or inaction by the Architect or the Owner unless required by law.*

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

§ 13.6 WRITTEN NOTICE

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract *in the manner provided in Subparagraph 14.1.2 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate*

more than 100% of the total number of days scheduled for completion or 120 days in any 365-day period, whichever is less, or if all the Work is entirely stopped for a continuous period of 30 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment (*without cause*) within the time stated in the Contract Documents; or
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 *If one of the above reasons exist, the Contractor may, upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice, and recover from the Owner payment of work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for cost directly related to work thereafter performed by Contractor in terminating such work including reasonable demobilization and cancellation charges provided said work is authorized in advance by Architect and Owner.* ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less.~~

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials *and/or equipment*;
- .2 fails to make *prompt* payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents *disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents)*.
- .5 *Is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or a receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to recognize under bankruptcy or similar laws; or*
- .6 *Breaches any warranty made by the Contractor under or pursuant to the Contract Documents.*
- .7 *Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.*
- .8 *Fails after the commencement of the Work to proceed continuously with the construction and completion of the work for more than 10 days except as permitted under the Contract Documents.*
- .9 *Otherwise does not fully comply with the Contract Documents.*

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

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

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

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

§ 14.2.4.1 *If the costs of finishing the Work, including compensation for the services of any consultants and the Architect's services and expenses made necessary thereby, and the other costs and expenses identified hereinafter, exceed the unpaid balance of the Contract Sum, the contractor and its Surety shall pay the difference to the Owner upon demand. The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs, including, without limitation, Liquidated Damages for untimely completion as specified in the Contract Documents, incurred by the Owner by reason of, or arising from, or relating to the termination of the Contractor as stated herein*

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

§ 14.4.3.1 In case of such termination for the Owner's convenience, the Contractor shall be entitled to Owner payment for Work performed as of the date of termination in accordance with the contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatsoever nature required by the Owner, and take all such steps, including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor. The Contractor warrants that it will enter into no subcontracts or other agreements that would adversely impact the Owner's rights or increase the Owner's obligations under this paragraph. In no event shall the Owner be liable to the Contractor for lost or anticipated profits or consequential damages, or for any amount in excess of the compensation due to the Contractor in accord with the Contract Documents for the Work performed as of the date of termination. The warranty and indemnity obligations of the Contractor and Surety shall survive and continue, notwithstanding any termination pursuant to this paragraph, with respect to the Work performed as of the date of termination.

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

§ 14.5 Contractor shall promptly pay to Owner all costs and reasonable attorney's fees incurred in connection with any action or proceeding in which Owner prevails, based on a breach of the Contract or other dispute arising out of or in connection with the Contract.

§ 14.6 In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due

them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.

§ 14.7 Regularly scheduled job meetings shall be held at a location and time convenient to the Owner's representatives, the Architect and the Contractor. The Contractor shall attend such meetings or be represented by a person in authority who can speak for and make decisions for the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.2.1 No act or omission by the Owner or Architect, or by anyone acting on behalf of either shall be deemed or construed as a waiver or limitation of any right or remedy under the Contract Documents, or as an admission, acceptance, or approval with respect to any breach of the Contract for Construction or failure to comply with the Contract Documents by the Contractor, unless the Owner expressly agrees, in writing.

§ 15.1.2.2 The Owner's exercise, or failure to exercise, any rights, claims or remedies it may have arising out of or relating to the Contract documents shall not release, prejudice, or discharge the Owner's other rights and remedies, nor shall it give rise to any right, claim, remedy or defense by any other person, including the Contractor, its Surety, any Subcontractor, or any other person or entity.

15.1.2.3 Whenever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Contract Documents, or portion thereof, is prohibited or found invalid by law, only such invalid provision or portion thereof shall be ineffective, and shall not invalidate or affect the remaining provision of the Contract Documents or valid portions of such provision, which shall be deemed severable. Further, if any provision of this Contract is deemed inconsistent with applicable law, applicable law shall control.

§ 15.1.2.4 Contractor shall promptly pay to Owner all costs and reasonable attorney's fees incurred in connection with any action or proceeding in which Owner prevails, based on a breach of the Contract or other dispute arising out of or in connection with the Contract.

§ 15.1.2.5 In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay

and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ~~24~~ 5 days after occurrence of the event giving rise to such Claim or within ~~24~~ 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Injury or Damage to Person or Property. *If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.*

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.4.3 Claims for Concealed or Unknown Conditions. *Subject to the Contractor's obligations under Articles 1.9.2 and 2.3.4, if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 5 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 15.2.5.1.*

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in ~~Section 15.1.3~~ *herein* shall be given to the Owner, Construction Manager and Architect before proceeding to execute the portion of the Work that is the subject of the Claim *and within five (5) days after the occurrence of the event giving rise to such Claim for increase in the Construct Sum. The foregoing written notice shall contain a written statement from the Contractor setting forth in detail the nature and cause of the Claim and an itemized statement of the increase requested. No such written notice shall form the basis of an increase to the Contract Sum unless and until such increase has been authorized by a written Change Order executed and issued according to the terms and conditions set forth herein. The Contractor hereby acknowledges that the Contractor shall not have any right to and the Owner will not consider any requests for an increase in the Contract Sum that is not submitted in compliance with the foregoing requirements.* . Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. *Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be valid unless so made* The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. *Any change in the Contract Sum resulting from such claim shall be authorized only by Change Order or Construction Change Directive, as the case may be. All required notices for additional costs shall be made by Certified Mail.*

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction *as determined by reference to historical data. The term "historical data" as used in the previous sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years.*

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, ~~and 11.5~~, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been

rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§15.2.5.1 All claims and disputes and other matters in question between the Contractor and the Owner arising out of or relating to the Contract Documents or a breach thereof with regard to the Architect's decision, shall be decided through suit in New Jersey Superior Court venued in the County of Gloucester and Contractor consents to the jurisdiction of the New Jersey Superior Court venued in the County of Gloucester. The Contractor shall carry on all work and maintain its progress during such suit and the Owner shall continue to make payments not related to the dispute of the Contractor in accordance with Contract Documents.

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

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

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

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

SECTION 01010 - SUMMARY OF WORK

1.1 GENERAL

- A. The Project consists of Science Classroom Renovations at Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, New Jersey 08080.
1. Owner: The Board of Education of the Vocational School District of the County of Gloucester at the Gloucester County Institute of Technology Board Office located in the 600 Wing at 1360 Tanyard Road, Sewell, New Jersey 08080.
- B. Contract Documents were prepared for the Project by Garrison Architects, 713 Creek Road, Bellmawr, NJ 08031.
- C. The Work consists of but is not limited to the following (see the construction documents for details):
1. The Contractors are strongly encouraged to verify all existing condition, dimensions and areas prior to submitting a responsive / responsible bid. Site visits can be arranged through the Construction Manager, Robert J. Dinan, PE, CCM, LEED-AP, cell phone number is (609) 468-1742, office number is (856) 778-3389.
 2. Bidding Contractors are strongly encouraged to visit the site of the Project before submitting a bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.
 3. The Contractor shall provide **temporary construction barriers at all times** where work is being performed. The Contractor will coordinate with the Owner areas and times which construction barriers are required. At no time will any construction barrier block any existing egress path from the building. The barrier shall be non-combustible construction with metal studs and fire rated gypsum wall board and shall provide a dust and sound barrier. The Contractor will coordinate with the Owner areas and times which construction barriers are required.
 4. Classroom renovations / conversions to science labs. This work includes complete renovations of the room including replacement of VCT floors, cove base, painting all walls, replacement of the acoustical tile ceiling and grid, new fans, ductwork and thermostats, testing and balancing modifications to the fire alarm system and fire sprinkler system.
 5. Painting as shown on the overall floor plan drawing in various locations throughout the school.
 6. Provide power and data for six (6) TV monitors as shown on the overall floor plan drawing in various locations throughout the school. Monitors and mounting hardware will be provided to the contractor for the contractor to install the monitors.
 7. Replace existing exterior wall pack type light fixtures in the outside courtyard as shown on the electrical drawings.
- D. Schedule of work sequence:
1. No work can be started until all permits are received. The existing school must be completely operational during the school year. **Work shall commence on June 19, 2023 and must be completed on or before August 25, 2023.**

SECTION 01010 - SUMMARY OF WORK

2. All construction preparation work, project startup, submittals, schedules, approvals, procurement, coordination and other preparatory tasks must commence immediately upon receipt of the Notice to Proceed or the date of the fully executed Owner/Contractor Contract, whichever comes first. The Awarded Contractor must be fully prepared to deliver and install all materials and equipment on the first day of the scheduled on **Site Construction** period.
 3. Provide temporary toilet facilities. Use of the existing bathrooms is not permitted.
 4. Keep driveways and entrances clear. Do not use these areas for parking or material storage. Schedule deliveries to minimize on-site storage of materials and equipment. Coordinate the location of the trash dumpster with the Owner.
 5. Contractor's personnel are not permitted to wear on-site any clothing with wording or graphics that may be construed as offensive, profane or obscene; with wording, graphics or advertising for tobacco or alcoholic products, or attire that appears provocative. The Owner and/or Architect will be the sole judge of what is appropriate or inappropriate.
 6. Verbal and visual comments to school staff and students will not be tolerated and will be cause for removal from the site.
 7. The use of drugs (including cannabis), tobacco or alcohol anywhere on the grounds or in the building will not be permitted and will be cause for removal from the site.
 8. The use of radios without earphones will not be permitted at any time
- E. The Work will be constructed under one lump sum prime contract.
- F. Full Owner Occupancy: The Owner will occupy campus during construction. Cooperate with the Owner to minimize conflicts and facilitate Owner usage. Do not interfere with the Owner's operations.
- G. Owner-Furnished Products: The Owner may furnish some security, telephone, television, and computer data systems. The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections.
1. The Owner will arrange for and deliver shop drawings, product data, and samples to the Contractor.
 2. The Owner will arrange and pay for delivery according to the Contractor's Construction Schedule.
 3. The Owner will inspect items delivered for damage.
 4. If items are damaged, defective, or missing, the Owner will arrange for replacement.
 5. The Owner will arrange for field services and for the delivery of warranties to the Contractor.
 6. The Contractor shall designate delivery dates in the Contractor's Construction Schedule.
 7. The Contractor shall review shop drawings, product data, and samples and return them noting discrepancies or problems anticipated in using the product.
 8. The Contractor is responsible for receiving, unloading, and handling Owner-furnished items at the site.
 9. The Contractor is responsible for protecting items from damage, including exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

SECTION 01010 - SUMMARY OF WORK

- H. Fees, Permits and Taxes: The Contractor is advised that a Building Permit is required for this project. The plans have been submitted to the Construction Official. Upon contract award, it shall be the responsibility of the **Contractor** to secure all required permits. It shall be the **Owner's** responsibility to pay for all fees and permit costs if required. It shall be the **Contractor's** responsibility to pay for all fees and permit costs for the jobsite trailer if required.
- I. **SAFETY:** The Contractor is responsible to provide and enforce all safety onsite and conform with all OSHA regulations, codes and standards. The Owner, Construction Manager, Clerk of the Works and Architect have no responsibility to provide for the safety or protection of the trades. The Contractor shall submit a site specific Emergency Action Safety Plan and review this with all onsite personnel. The Contractor shall conduct periodic (as needed at least one a month) site safety inspections and issue a report on the conditions. The Contractor shall maintain a first aid kit onsite.
- J. The Contractor shall not use any product containing asbestos and all plumbing is lead free. The Contractor shall provide a notarized Letter stating: "No Asbestos containing materials were provided on the project and the plumbing is lead free".
- K. Contractor shall furnish a letter agreeing to provide complete parts and labor service and maintenance of all HVAC systems, equipment, devices, controls, etc., for 2 years from date of substantial completion as determined by architect. The letter shall also affirm that the Contractor will provide scheduled maintenance service quarterly (3-month interval) as the maximum time period between scheduled service.
- L. **The Contractor is required to have all long lead items in fabrication and provide proof from the manufacturer within (30) days of the award of the contract. The Owner will pay for stored material in accordance with the General Conditions. Delays caused by the failure of the Contractor to adhere to this requirement will not be cause for a time extension. NO TIME EXTENSIONS WILL BE GRANTED!**

END OF SECTION 01010

SECTION 01040 – COORDINATION

1.1 GENERAL

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:
1. Coordination drawings and Specifications with all subcontractors.
 2. Administrative and supervisory personnel.
 3. Cleaning and protection is the responsibility of the Contractor.

1.2 COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work. Coordinate operations that depend on each subcontractor for proper installation, connection, and operation. The Contractor shall be responsible for the following:
1. Schedule operations in the sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
 4. Coordination with the school for furniture and equipment which shall be relocated to new facilities.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and his contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Delivery and processing of submittals.
 3. Progress meetings.
 4. Project closeout activities.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not incorporated in, the Work.
- E. Coordination Drawings: Prepare coordination drawings for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space necessitates maximum utilization of space for efficient installation of different components.

SECTION 01040 – COORDINATION

1. Show the relationship of components shown on separate shop drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section "Submittals."

F. Staff Names: **The Contractor shall** within 7 days of commencement of construction, submit a list of the Contractor's staff assignments, including the superintendent and other personnel at each Project Site. Identify individuals and their responsibilities. List their addresses and telephone numbers.

1. Post copies in the Project meeting room, the temporary field office, and each temporary telephone.

1.3 PRODUCTS (Not Applicable)

1.4 EXECUTION

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Coordinate temporary enclosures with inspections and tests to minimize the need to uncover completed construction.
- C. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- D. Clean and maintain completed construction as necessary through the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- E. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
 1. Excessive static or dynamic loading.
 2. Excessive internal or external pressures.
 3. Excessively high or low temperatures.
 4. Water or ice.
 5. Solvents and chemicals.
 6. Abrasion.
 7. Soiling, staining, and corrosion.
 8. Combustion.
 9. Excessive dust.

END OF SECTION 01040

SECTION 01045 - CUTTING AND PATCHING

1.1 GENERAL

- A. Cutting and Patching Proposal: The General Contractor shall be responsible for arranging and providing the necessary cutting and patching that is required to furnish and install all work connected with this project. The General Contractor shall submit a proposal describing procedures in advance of the time cutting and patching will be performed. Request approval from the Owner / Architect before proceeding. Include the following:
1. Describe extent of cutting and patching. Show how it will be performed and indicate why it cannot be avoided.
 2. Describe changes to existing construction. Include changes to structural elements and operating components and changes in the building's appearance and other significant visual elements.
 3. List products to be used and firms that will perform Work.
 4. Indicate dates when cutting and patching will be performed.
 5. Utilities: List utilities that will be disturbed or relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted. Arrange utility work during the Summer for minimum impact to the Schools' normal functions.
 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
 7. Approval to proceed does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
1. Obtain approval before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Existing exterior door system
 - c. Bearing and retaining walls
 - d. Existing roof system
- C. Operational Limitations: Do not cut and patch operating elements in a manner that would reduce their capacity to perform as intended. Do not cut and patch operating elements in a manner that would increase maintenance or decrease operational life or safety.
1. Obtain written approval before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Fire protection systems.
 - c. Electrical wiring systems.
 - d. Water and sewer systems.
 - e. H.V.A.C. systems.
 - f. Cutting and patching work which affects the operation of the school must be performed after 3:00 P.M. or before 7:30 A.M. so as not to interfere with the schools' operations.
 - g. Security System.
 - h. Computer System.
 - i. Telephone and Cable TV System.

SECTION 01045 - CUTTING AND PATCHING

- D. Visual Requirements: Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
 - 1. Retain the original Installer to cut and patch the exposed Work listed below. If it is impossible to engage the original Installer, engage a recognized experienced and specialized firm.
 - a. Ornamental metal.
 - b. Casework.
 - c. Window system.
 - d. Roof system
 - e. Brick veneer work (except size as noted on the drawings).
- E. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged in such a manner as not to void warranties.

1.2 PRODUCTS

- A. Use materials identical to existing materials. Use materials that visually match adjacent surfaces to the fullest extent possible if identical materials are unavailable. Use materials whose performance will equal that of existing materials.

1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which work is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action.
 - 1. Before proceeding, meet with parties involved. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect existing construction to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Avoid cutting pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.
- F. Performance: Employ skilled workmen. Proceed at the earliest feasible time and complete without delay.

SECTION 01045 - CUTTING AND PATCHING

1. Cut construction to install other components or perform other construction and subsequent fitting and patching required to restore surfaces to their original condition.
- G. Cutting: Cut using methods that will not damage elements retained or adjoining construction. Comply with the original Installer's recommendations.
1. Use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- H. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove floor and wall coverings and replace with new materials to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch after the area has received primer and second coat.
 4. Patch, repair, or rehang ceilings as necessary to provide an even-plane surface of uniform appearance.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar items. Clean piping, conduit, and similar features before applying paint or finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

1.1 GENERAL

- A. Definitions: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated refers to graphic representations, notes, or schedules on the Drawings, paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved, when used in conjunction with the Architect's action on submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install describes operations at the Project Site including unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide means to furnish and install, complete and ready for the intended use.
- I. Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.
- J. Project Site is the space available for performing construction activities, either exclusively or in conjunction, with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Agency is an independent entity engaged by the Owner to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

1. Abbreviated Language: Language used in Specifications is abbreviated. Implied words and meanings shall be interpreted as appropriate. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative and streamlined language is used. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
- M. Abbreviations and Names: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 12. AGA - American Gas Association; www.aga.org.
 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 16. AIA - American Institute of Architects (The); www.aia.org.
 17. AISC - American Institute of Steel Construction; www.aisc.org.
 18. AISI - American Iron and Steel Institute; www.steel.org.
 19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 21. ANSI - American National Standards Institute; www.ansi.org.
 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 24. APA - Architectural Precast Association; www.archprecast.org.
 25. API - American Petroleum Institute; www.api.org.
 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 27. ARI - American Refrigeration Institute; (See AHRI).
 28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 29. ASCE - American Society of Civil Engineers; www.asce.org.

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

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

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

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

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

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

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

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

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.

207. WWPA - Western Wood Products Association; www.wwpa.org.

N. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
2. ICC - International Code Council; www.iccsafe.org.
3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

O. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

P. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a) Available from Defense Standardization Program; www.dsp.dla.mil.
 - b) Available from General Services Administration; www.gsa.gov.
 - c) Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- Q. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

END OF SECTION 01095

SECTION 01200 - PROJECT MEETINGS

1.1 GENERAL

- A. It is the responsibility of the Construction Manager (CM) to set up, run and record the minutes for the meetings.
- B. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Preinstallation conferences.
 - 3. Progress meetings.
- C. Preconstruction Conference: A preconstruction conference shall be scheduled before starting any construction to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of the Owner, CM, Architect, and their consultants; the Contractor and his superintendent; major subcontractors; and other concerned parties shall attend.
 - a. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Submittal of Shop Drawings, Product Data, and Samples.
 - d. Use of the premises.
 - e. Product delivery dates.
 - f. Job site safety.
- D. Preinstallation Conferences: The CM shall conduct a conference before each activity that requires coordination with other operations.
 - 1. Attendees: The Installer, CM, the Contractor, the Subcontractors related to the work, and representatives of manufacturers and fabricators involved in or affected by the installation shall attend.
 - a. Review the progress of other operations and preparations for the activity under consideration at each preinstallation conference, including requirements for the following:
 - 1) Compatibility problems and acceptability of substrates.
 - 2) Time schedules and deliveries.
 - 3) Manufacturer's recommendations.
 - 4) Warranty requirements.
 - 5) Inspecting and testing requirements.
 - b. The CM shall record significant discussions and agreements and disagreements, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.

SECTION 01200 - PROJECT MEETINGS

- c. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate actions necessary to resolve problems and reconvene the conference.
- E. Progress Meetings: The CM shall conduct progress meetings at the construction site every two weeks. The Contractor will notify the GC, Owner, the Architect and all subcontractors of scheduled dates. Coordinate meeting dates with preparation of the payment request. It is the Owner/CM /Architect's option to require weekly job site coordination meetings at each job site in addition to the bi-weekly progress meeting.
1. Attendees: The Owner, CM, Architect, Contractor, and other entities concerned with current progress or involved in planning, coordination, or future activities shall be represented. Participants shall be authorized to conclude matters relating to the Work.
- F. Agenda: Review and correct or approve minutes of the previous meeting. Review items of significance that could affect progress. Include topics for discussion appropriate to Project status.
1. Contractor's Construction Schedule: The Contractor shall review the progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule. Determine how to expedite construction behind schedule; secure commitments from parties involved to do so. Discuss revisions required to insure subsequent activities will be completed within the Contract Time.
 2. Review the present and future needs of each entity present, including the following:
 - a. Time.
 - b. Sequences.
 - c. Status of submittals.
 - d. Deliveries and off-site fabrication problems.
 - e. Temporary facilities and services.
 - f. Quality and work standards.
 - g. Change Orders.
 - h. Coordinate with school schedule and programs.
 3. Reporting: Distribute meeting minutes to each party present and to parties who should have been present. Include a summary of progress since the previous meeting and report.
 4. Schedule Updating: Revise the Contractor's Construction Schedule after each meeting where revisions have been made. Issue the revised schedule concurrently with the report of each meeting.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. A Lump Sum Amount is specified in this Section of the Contract Documents. This amount shall be included as a separate line item in the Schedule of Values for the Project.
- B. Related Sections:
 - 1. A201 General Conditions of the Contract for procedures for submitting and handling Change Orders.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, the contractor shall advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Architect's request, the contractor shall provide a Change Order proposal for additional work to be deducted from the allowance. Include recommendations that are relevant to performing the Work. The Change Order Proposal shall include all material and labor with sufficient breakdown for review.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in the Cash Allowance, in the form specified for Change Order Requests.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

SECTION 01210 - ALLOWANCES

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CASH ALLOWANCES (Overhead and profit are permitted totaling a maximum of 15% per the AIA Contract. Supervision, bond and insurance are not permitted)

- A. Cash Allowance shall be used only as directed and approved by the Architect for the Owner's purposes.
- B. The Change Order Request format shall be used to request authorization for use of funds from the Cash Allowance. The Contractor's overhead and profit margins are fixed to a maximum of 15% per the AIA Contract. The contractor is not permitted to charge for additional supervision, bond and insurance as these costs are included in the Base Contract Sum.
- C. At Project closeout, the contractor shall provide a full credit for unused amounts remaining in the Cash Allowance to the Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. \$25,000.00 cash allowance.

END OF SECTION 01210

SECTION 01300 – SUBMITTALS

1.1 GENERAL

- A. The Contractor shall use the enclosed Cover Page form for **every copy** of every shop drawings submitted with the exception of full size drawings that have a title block for custom or project specific materials or systems. The Contractor's Cover Page form shall be signed by the Project Manager with an original signature indicating that the information has been reviewed and coordinate.
- B. Submittal Procedures: Coordinate submittal and preparation with construction, fabrication, other submittals, and activities that require sequential operations with all Subcontractors . Transmit in advance of construction operations to avoid delay.
1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 2. Processing: Allow 2 weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with other trades or Owner's contractors. Allow 2 weeks for reprocessing.
 - a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 - b. **All Shop Drawings, product data and samples shall be submitted within forty-five (45) days of Notice of Award. No Payments will be approved if the Shop Drawings process is not completed within this time schedule.**
 - c. **Substitution submittals shall be made no later than 30 days after Notice to Proceed in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products. No Substitutions will be considered after 30 days.**
- C. Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, contractor's construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion.
1. Submit within 14 days of the date established for "Commencement of the Work."
 2. Prepare the schedule on stable transparency, or other reproducible media, of width to show data for the entire construction period.
 3. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 4. Coordinate with the Schedule of Values, list of subcontracts, Submittal Schedule, payment requests, and other schedules.

SECTION 01300 – SUBMITTALS

5. Indicate completion in advance of Substantial Completion. Indicate Substantial Completion to allow time for the Architect's procedures necessary for certification of Substantial Completion.
 6. Phasing: Show how phased completion affects the Work.
 7. Work Stages: Indicate important stages for each portion of the Work.
 8. Area Separations: Provide a separate time bar to identify each construction area for each portion of the Work. Indicate where each element must be sequenced with other activities.
- D. The Contractor shall receive the schedule from each Sub-Contractor. The Contractor shall coordinate with all Sub-Contractors and prepare an overall construction schedule in five (5) days to submit to the Owner / Architect for approval.
- E. Submittal Schedule: After developing the Contractor's Construction Schedule, prepare a schedule of submittals. Submit the Submittal Schedule to indicate compliance with Item A, Paragraph 2b, on page one of this section.
1. Coordinate with list of subcontracts, Schedule of Values, list of products, and the Contractor's Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Date for first submittal.
 - b. Related details on drawings.
 - c. Related Section number in the Specifications.
 - d. Submittal category (Shop Drawings, Product Data, or Samples).
 - e. Name of the subcontractor.
 - f. Description of the Work covered.
 - g. Date for the Architect's final approval.
 3. Schedule Distribution: Distribute copies of the Contractor's Construction Schedule and the Submittal Schedule to the Architect, Owner, subcontractors, and parties required to comply with submittal dates. Post copies in the field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their Work and are no longer involved in construction activities.
 - b. Updating: Revise the schedule after each meeting or activity where revisions have been made. Issue the updated schedule concurrently with the report of each meeting.
- F. Daily Construction Reports: The Contractor shall prepare a daily report recording events at the site and submit copies to the Owner, Construction (if applicable) and Architect on a monthly basis or upon request. Include the following information:
1. List of subcontractors at the site.
 2. High and low temperatures, general weather conditions.
 3. Accidents and unusual events.
 4. Stoppages, delays, shortages, and losses.

SECTION 01300 – SUBMITTALS

5. Meter readings and similar recordings.
 6. Emergency procedures.
 7. Orders and requests of governing authorities.
 8. Services connected, disconnected.
 9. Equipment or system tests and startups.
 10. Substantial Completions authorized.
 11. A list of all visitors indicating the nature of their visit, the company they represent and the person with whom they spoke.
- G. Color Selection Schedule: The Contractor shall submit a color selection schedule providing a listing of every product that requires color selections and categorized by exterior colors, interior colors and by room. The Contractor is responsible to coordinate meeting times with the Owner and Construction Manager (if applicable) to select colors so as not to affect the overall construction schedule or material procurement. All color samples shall be delivered to the job site trailer. **Do not submit color samples with shop drawings to the Architect.** Provide actual material color samples. **Reproduced paper or web-based email color charts are not acceptable.**
- H. Shop Drawings: The Contractor shall submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. The Contractor shall email electronic Shop Drawings to shopdrawings@garrisonarch.com Each separate Shop Drawing shall be submitted in a separate email as one PDF file with the “Shop Drawing Cover Page” completely filled out as the first page. The Shop Drawings shall be numbered sequentially. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: At least 8-1/2 by 11 inches **but no larger than 30 by 42 inches.** The Contractor shall then copy if required and forward the reviewed prints to all of the Sub-Contractors.
 - a. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
 7. The Contractor shall be responsible to provide the Owner and Construction Manager (if applicable) with a completed printed set of all final Shop Drawings. Promptly provide each shop drawing paper copy as approved. Do not hold or delay the paper copy from the field.
- I. Product Data: Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.
1. Include the following information:
 - a. Manufacturer's printed recommendations.

SECTION 01300 – SUBMITTALS

- b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
2. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 3. Submittals: Submit a PDF via email to shopdrawings@garrisonarch.com with the completed “Shop Drawing Cover Page” as the first page of the PDF. The Architect will return the PDF via email marked with action taken. Please note that the Contractor shall be required to submit a paper copy of all finalized Shop Drawings to the Owner and Construction Manager (if applicable).
 - a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.
 4. Distribution: Furnish copies to installers, subcontractors, suppliers, and others required for performance of construction activities. Show distribution on Cover Page forms. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - a. Do not use unmarked Product Data for construction.
- J. Samples: Submit full-size Samples cured and finished as specified and identical with the material proposed. Mount Samples to facilitate review of qualities. Provide samples to the Owner or Construction Manager’s on-site office. **Do not deliver to the Architect.**
1. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture, for a check of these characteristics, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations.
 - a. Refer to other Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
 - b. Refer to other Sections for Samples to be incorporated in the Work. Samples must be undamaged at time of use. On the Cover Page, indicate special requests regarding disposition of Sample submittals.

SECTION 01300 – SUBMITTALS

- c. Samples not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.
 3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One set will be returned marked with the action taken. Maintain sets of Samples, at the Project Site, for quality comparison.
 - a. Unless noncompliance with Contract Documents is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 4. Distribution of Samples: Distribute additional sets to subcontractors, manufacturers, and others as required for performance of the Work. Show distribution on Cover Page forms.
- K. Quality Assurance Submittals: Submit quality-control submittals, including design data, certifications, manufacturer's instructions, and manufacturer's field reports required under other Sections of the Specifications.
 1. Certifications: Where certification that a product or installation complies with specified requirements is required, submit a notarized certification from the manufacturer certifying compliance.
 - a. Signature: Certification shall be signed by an officer authorized to sign documents on behalf of the company.
- L. Architect's Action: Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.
 1. Action Stamp: The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.
 2. Unless requested and paid by the submission contractor, all submittals will be returned by email. All review times start when the Architect receives the submission in his office.
 3. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for the review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for verifying quantities, dimensions, field conditions and coordinating all work, information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the work of all trades; and for performing work in a safe and satisfactory manner. Review does not authorize changes to contracts sum, or project completion date unless stated on separate letter or change order. Refer to the A201 Contract, including but not limited to sections 3.2, 3.3, 3.5, 3.12 and 4.2.7.

SECTION 01300 – SUBMITTALS

- M. **The Contractor shall be responsible to note in the Cover Page of the shop drawings any changes or deviations from the contract documents. This is to include but is not limited to manufacturers, electrical, plumbing, mechanical and structural requirements. The Contractor shall be responsible to distribute to all effected contractors and subcontractors all shop drawings which may affect their work.**
- N. Deviations from the construction documents must be noted by the General Contractor at the time of shop drawing submission. Failure to do so will result in the implication of Section 3.2 of the General Conditions and Paragraphs 3.2.1, 3.2.2 and 3.2.2.1.
- O. Approval of shop drawings is conditional upon the Contractor fully and completely complying with all review comments by the Owner, Architect, and Engineer. Where the Contractor fails to or is unable to fully and completely comply with every review comment, then the shop drawings are *disapproved* (whether or not they are stamped or noted as "approved" in any manner in any review comment) and must be resubmitted as within seven (7) days. Immediately upon receipt of shop drawing review comments, the contractor is responsible for carefully reviewing all comments in detail and for complying with comments. Where unable to fully satisfy any comment or where the contractor takes exception to any comment, revise and resubmit acceptable shop drawings (or, where taking exception, notify the Architect / Engineer in writing) within seven (7) days. Where the Contractor fails to comply with these requirements (including resubmitting/notifying within the seven (7) day period specified), the Contractor shall provide acceptable equipment meeting all specified requirements and all review comments (including removing unacceptable equipment [if installed] and replacing with acceptable equipment) at no cost to the Owner.
- P. **No extra claims, time or compensation will be granted under any circumstance associated with any party's failure or delay in properly submitting, transmitting, obtaining, reviewing, and/or coordinating shop drawings.**

2.1 SUBSTITUTIONS

- A. Substitution submittals shall be made **no later than 30 days after Notice to Proceed** in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products. **No Substitutions will be considered after 30 days.**
- B. Materials and equipment manufacturers and catalog numbers specified constitute the type and quality of design, material, workmanship, ruggedness of construction, resistance to vandalism, exact operating and performance characteristics, features, configuration, dimensions, etc. The Architect / Engineer will consider substitutions of brand name or equal equipment superior to specified equipment (meeting or exceeding all characteristics of the specified equipment).
- C. Submit shop drawings associated with substitutions complete with **comparison documentation** necessary to establish compliance with the basis of design. Submit samples of substitutions where requested. If comparison documentation and/or samples are not submitted when required, the request for substitution will be denied.

SECTION 01300 – SUBMITTALS

- D. Determination of compliance with specifications rests with the Architect/ Engineer. When a request for substitution is denied, furnish the equipment specified. The Architect's / Engineer's decisions in cases of substitutions are final and binding upon the Contractor, provide equipment accordingly. No claims for time delay, contract extensions or cost will be considered.
- E. Pay all costs associated with a substitution where granted. For the provisions of this section, "substitutions" includes equipment where characteristics or operation vary significantly from equipment specified (including equipment of the specified manufacturer). This includes costs incurred by any party (Contractor, Sub-contractors, Owner, Architect, Engineers, etc.), costs resulting from differences of details, configuration, ratings, operation, characteristics, and dimensions between the specified and substituted equipment, costs to provide features of the specified equipment which may be manufacturer's options of the substituted equipment, and costs to remove and replace work already installed and any other remedial work as a result of substitutions. Approval of substitutions is conditional upon there being no cost change to the contract, unless specifically indicated on the shop drawings submittal and corresponding approval. The Contractor is fully responsible for coordinating with the Owner, Architect, and other trades to identify all possible cost impacts associated with any substitution before releasing equipment and before any party proceeds with work effected by the substitution.
- F. Submit bid based on the items as specified. Substitutions will be considered only after a contract has been awarded.
- G. "Or Equal" substitutions are permitted so long as they are equal to or superior to the basis of design and the Contractor takes full responsibility for all coordination and costs associated with collateral issues related to the substitution. No Substitutions will be reviewed during the bidding process. The Contractor takes full responsibility for all substitutions.

END OF SECTION 01300

Contractor's Letterhead
Contractor's Letterhead to Include Name, Physical Address,
Telephone Number and Fax Number
SHOP DRAWING COVER PAGE

Project Name
Date

Garrison Architects
Architect's Name
713 Creek Road
Bellmawr, NJ 08031

Sub Contractor's Name, Physical Address, Telephone Number and Fax Number
Supplier's Name, Physical Address, Telephone Number and Fax Number
Manufacturer's Name, Physical Address, Telephone Number and Fax Number
Specification Number and Specification Title and Section
Construction Document Plan Drawing Number and Detail Reference
Contractor's Quality Assurance Signature

Check one of the following:

- The signature above certifies that the enclosed submittal is in conformance with the construction documents and in fact is the **exact** product and manufacturer specified in the bid specifications. The signature confirms that the Contractor is responsible for dimensions and quantities that have been field verified and that the Shop Drawing will be distributed to all affected Contractors whose work may be affected by the material or equipment enclosed.
- The signature above certifies that the enclosed submittal is in conformance with the construction documents and in fact a **substitution** of the product and manufacturer specified. The Contractor shall provide all Substitutions no later than thirty (30) days from Notice to Proceed and fully comply with page 01300, paragraph 2.1. A complete comparison document must be provided. The signature confirms that the Contractor is responsible for dimensions and quantities that have been field verified and that the Shop Drawing will be distributed to all affected Contractors whose work may be affected by the material or equipment enclosed.

The Contractor assumes responsibility to fully comply with Specification Section 01300, Submittals," and note below any changes or deviations that have resulted from the proposed product substitution. The Contractor also is solely responsible to communicate these changes to all other Prime Contractor and Sub Contractors following review by the Architect / Engineer.

SHOP DRAWING NO	Date	Reviewed By	
RECEIVED FROM GC		Reviewed	
SENT TO ENGINEER		Provide as Corrected	
RETURN FROM ENG		Revise and Resubmit	
RETURN TO GC		Rejected	

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. The contractor is responsible for all corrections indicated. This check is only for the review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for verifying quantities, dimensions, field conditions and coordinating all work; including all electric for all HVAC and all other equipment; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the work of all trades; and for performing work in a safe and satisfactory manner. Review does not authorize changes to contracts sum, or project completion date. Refer to the A201 contract, including but not limited to sections 3.2, 3.3, 3.5, 3.12, and 4.2.7. The contractor shall provide all portions of the work per the manufacture's installation recommendations and instructions.

REQUEST FOR SUBSTITUTION:

Submit this form for each requested substitution. Fill in all blanks, check all boxes that apply and attach all necessary supporting data.

SUBSTITUTION NO.: _____

Specified Item: _____

Specification Section(s)/Paragraph(s): _____

Drawing Number(s): _____

Proposed Substitute: _____
(Include, as applicable, manufacturer's name and address, trade name and model number of product, and name of fabricator or supplier.)

Reason for Proposed Substitution: _____

Net Change to Contract Sum: _____ No Change; Deduct \$ _____

Change to Contract Time: _____ No Change;

The following required supporting documents are attached (Check all that apply) Items with a * are mandatory requirements for consideration.:

- *Complete Product Data
- *Itemized comparison of properties of proposed product to specified product.
- *List of other projects on which proposed has been used, with project name, design professional's name and phone number, as well as owner contact name and phone number.
- List of maintenance services and replacement materials available.
- *Statement of effect of substitution on construction schedule.
- *Description of change that will be required in other work or products if substitute product is approved.

ADDITIONAL INFORMATION:

REQUEST FOR SUBSTITUTION:

The undersigned testifies that he/she:

- Is submitting this substitution request within the limits set forth in the Contract Documents.
- Has investigated the proposed product and determined that it is equal or better than the specified product.
- Will provide the same warranty for the proposed product as for the specified product.
- Will coordinate installation and make other changes as required for the work to be complete in all respects, including: (a) redesign and (b) additional components and capacity required by other work affected by the change.
- Waives all claims for additional costs for evaluation of the substitution request, redesign if required, and reapproval by authorities having jurisdiction, if required.
- Will reimburse the Owner for additional costs for evaluation of the substitution request, redesign if required, and reapproval by authorities having jurisdiction, if required.

Contractor's Signature: _____

Typed or Printed Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Owner Approval: _____ Date: _____

Construction Manager Approval (If Applicable): _____ Date: _____

Garrison Architects Approval: _____ Date: _____

Consulting Engineer Approval: _____ Date: _____

SECTION 01310 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 SUBMITTALS

- A. Submittals Schedule: Email the schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's and Construction Manager's final release or approval.
- B. Contractor's Construction Schedule: Email the baseline schedule. Provide updates on a bi-weekly basis at the progress meetings.
- C. Daily Construction Reports: Email daily.
- D. Material Location Reports: Email at weekly intervals.
- E. Field Condition Reports: Email at time of discovery of differing conditions via RFI with photos and location plan.

1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate subcontractors.

SECTION 01310 - CONSTRUCTION PROGRESS DOCUMENTATION

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit prior to initial application for payment. Submit concurrently with preliminary bar-chart schedule or network diagram. Include all submittals in the schedule. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - 4. Shop drawing log and schedule is to be updated and submitted at each job meeting along with job meeting report form.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Prepare baseline Gantt Chart schedule. Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- C. Update schedule on a bi-weekly basis (for each project meeting). Updates shall show percent complete for each activity.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

SECTION 01310 - CONSTRUCTION PROGRESS DOCUMENTATION

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation (RFI). Include a detailed description of the differing conditions, photos and location plan together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

SECTION 01310 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
- B. Distribution: Email the approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01310

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 GENERAL

- A. Summary: This Section specifies construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department. and rescue squad rules. Local traffic requirement.
 - 5. Environmental protection regulations.
 - 6. New Jersey Department of Education.
 - 7. ADA requirements.
 - 8. OSHA.
 - 9. PEOSH Indoor Air Quality Standard.
 - 10. PEOSH Policy on Building Renovation.

The Contractor may be required to pay for and obtain building permits, temporary construction trailer permits, etc. as required by the local construction code office.

- C. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- E. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. Submit reports and tests, inspections, meter readings, and procedures performed on temporary utilities. At the earliest time, change over from use of temporary service to use of permanent service.

1.2 PRODUCTS

- A. Materials: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
 - 1. Lumber and Plywood: Comply with Division 6 Section "Rough Carpentry." Provide UL-labeled, fire-treated lumber and plywood for temporary offices and sheds. Provide exterior, Grade B-B high density concrete form overlay plywood for signs. Provide 5/8" (16 mm) thick exterior plywood for other uses.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

2. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.
 3. Paint: Comply with requirements of Division 9 Section "Painting."
 - a. For exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - b. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 - c. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.
 4. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
 5. Water: Provide potable water approved by local health authorities.
 6. Open-Mesh Fencing: Provide 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chainlink fabric fencing 6 feet (2 m) high with galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.
- B. Equipment: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
1. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
 2. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
 3. Electrical Power Cords: Grounded extension cords. Use hard-service cords where exposed to abrasion and traffic.
 4. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
 5. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
 6. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - a. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.3 EXECUTION

- A. Installation, General: Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
1. **Provide each facility ready for use when needed to avoid delay.** Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 2. Conditions of Use: Keep temporary facilities clean and neat in appearance, Operate safely and efficiently. Relocated as the Work progress. Do not overload facilities or permit them to interfere with progress. Take necessary fire prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
 3. **CONTRACTOR SHALL BE PERMITTED TO CONNECT TO THE OWNER'S EXISTING POWER AND WATER SERVICE. OWNER AGREES TO PAY FOR ALL USAGE TO BE BILLED VIA THEIR EXISTING SERVICE. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND ANY COSTS (OTHER THAN USAGE) ASSOCIATED WITH TEMPORARY MEASURES.**
- B. Temporary Utility Installation: The Contractor shall Engage the local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 4. Use Charges: **EXCEPTION: USAGE BILLED VIA THE OWNER'S EXISTING POWER AND WATER SERVICE AS PERMITTED BY PARAGRAPH 3 OF PREVIOUS SECTION 1.3.A.**
 5. Temporary Water Service: Install temporary water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 6. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - a. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage.
 - b. Temporary Lighting: Provide temporary lighting with local switching to fulfill security requirements and illumination for construction operations and traffic conditions.
 - c. If temporary power/lighting connect to the Owner's panel, the Contractor shall compensate the Owner for the electrical usage.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- d. Under no circumstances will the temporary electric be turned off due to labor disputes, work hours, etc.
- C. Temporary Heat: (installed and paid of usage by the Contractor). Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Temporary heat must be on to dry out masonry walls at least two weeks prior to painting. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy. All temporary heat must be on by November 11th. Anywhere in the building, the minimum temperature is to be 60 degrees Fahrenheit.
1. Heating Facilities: **The use of the building's permanent HVAC systems is prohibited and shall not be used. The building must be 100% white glove clean and dust free prior to starting the HVAC system.** Provide vented, self-contained, LP-gas or fuel-oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
 2. Safety Requirements: provide a fire extinguisher for each heating unit. Comply with all local, governmental and manufacturer's requirements for safe operation.
- D. Temporary Telephones: The Contractor shall be responsible for their own telephone service.
- E. Sanitary Facilities: (installed and paid for maintenance by Contractor). Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
1. Toilets: Install self-contained, single occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass fiber reinforced polyester steel or similar nonabsorbent material. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted. The construction team are not permitted to use the school facilities at any time. Provide separate facilities for male and female personnel.
- F. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- F. Support Facilities Installation: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access. Maintain facilities until near Substantial Completion. Remove prior to Substantial Completion.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. Contractor's Field Office: Provide services and conditions as required to complete construction **WITHOUT THE USE OF THE OWNER'S TELEPHONE, COPY, FAX, ETC. NO EXCEPTIONS.**
 - a. Owner's Field Office: **(NOT REQUIRED)**
 2. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.
 3. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
 4. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
 5. Temporary Enclosures: (by Contractor). Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - a. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 - b. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 6. Temporary Lifts and Hoists: The Contractor shall provide facilities for hoisting their own materials.
 7. Collection and Disposal of Waste: (Contractor). The Contractor shall collect their own waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
 - a. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C).
- G. Security and protection facilities installation: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
1. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - b. Store combustible materials in containers in fire-safe locations.
 - c. Prohibit smoking in hazardous fire-exposure areas.
 - d. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
2. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
 3. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
 4. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 5. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- H. Operation: The Contractor shall be responsible for enforcing strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- I. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- J. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- K. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a) Replace air filters and clean inside of ductwork and housings of existing HV/AC equipment.
 - b) Replace significantly worn parts and parts subject to unusual operating conditions.
 - c) Replace lamps burned out or noticeably dimmed by hours of use.
3. Prior to Final Completion, restore site damages resulting from construction activities. This includes, but is not limited to: removal of temporary fencing; restoring site disturbance resulting from contractor parking, trailers, sanitary facilities, dumpsters, construction equipment, etc. Site restoration to include fine grading with approved topsoil and reseeding with approved seed.

END OF SECTION 01500

SECTION 01600 - MATERIALS AND EQUIPMENT

1.1 GENERAL

- A. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.
1. "Named Products" are items identified by the manufacturer's product name, including make or model number or designation, shown or listed in the manufacturer's published product literature.
- B. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- C. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
- D. Product List: Products required are included in all sections of these specifications. Provide the manufacturer's name and proprietary product names for each item. Coordinate product list with the Contractor's Construction Schedule and Submittal Schedule.
1. Form: Prepare product list with information on each item tabulated under the following column headings:
 - a. Related Specification Section number.
 - b. Generic name used in Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 2. Within 30 days after date of commencement of the Work, submit 3 copies of the product list. Provide a written explanation for omissions of data and variations from Contract requirements.
 3. The Architect will respond within 2 weeks of receipt of the list. No response within this period constitutes no objection to listed manufacturers or products but does not waive the requirement that products comply with Contract Documents. The Architect's response will include a list of unacceptable products.
- E. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
1. When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected.
- F. Nameplates: Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.

SECTION 01600 - MATERIALS AND EQUIPMENT

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- G. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery as early as possible. Coordinate with installation to assure safety for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 2. Deliver products in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 3. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 4. Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger the supporting construction.
 5. Store products subject to damage by the elements aboveground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.2 PRODUCTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Procedures governing product selection include the following:

SECTION 01600 - MATERIALS AND EQUIPMENT

1. Proprietary Specification Requirements: Where products are specified by name, accompanied by the term "or equal" or "or approved equal" comply with specified product standards and data to obtain approval for use of an unnamed product. See Specification Section 01300, "Submittals," page 01300-6 and 01300-7, Paragraph 2.1 for specific Substitution requirements.
2. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning submissions to obtain approval for use of an unnamed product.
3. Descriptive Specification Requirements: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature or by the manufacturer's certification of performance.
5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
6. Visual Matching: Where Specifications require matching a Sample or existing building items, the Architect's decision on whether a product matches will be final.
7. Visual Selection: Where requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product that complies with other requirements. The Architect / Owner will select the color, pattern, and texture from the product line selected.

1.3 EXECUTION

- A. Comply with manufacturer's instructions for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01700 - CONTRACT CLOSEOUT

1.1 GENERAL

- A. Please refer to the **“PROJECT CLOSEOUT CHECKLIST”** at the end of this section for the summary of materials required to complete the contract obligation. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- B. Substantial Completion: The Contractor shall request the Owner, Construction Manager (if applicable) and Architect to inspect the job and perform a punch list to certify Substantial Completion. Refer to Specification Section AIA 201 General Conditions of the Contract for Construction, paragraph 9.8, for the definition of Substantial Completion. Before requesting inspection for certification of Substantial Completion, the Contractor shall complete the following:
1. **“PUNCH LIST”**: Before 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 (PUNCH LIST) of items to be completed or corrected. 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.
 2. The Contractor shall perform a Quality Control / Quality Assurance QC/QA Punchlist of all work prior to requesting Substantial Completion and a punch list from the Owners Team. The Contractor’s Project Manger shall take the lead and conduct an onsite review with the Contractor’s superintendent and representation from every major sub prime contractor. Notification of this onsite walk thru shall be provided in writing to all members of the Owners Team who may or may not choose to attend. The Contractor’s Project Manager shall record and distribute this QC/QA Punchlist in a matrix that provides an additional column for the Contractor to document the completion of the work and the date. After successful completion of the Contractor’s QC/QA Punchlist and all work, the Contractor shall request the Owners Team perform a Punchlist. Substantial Completion shall be requested in accordance with paragraph 9.8.1 of Specification Section AIA 201 General Conditions of the Contract for Construction,
 3. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
 - a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
 4. Advise the Owner of pending insurance changeover requirements.
 5. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 6. Submit record drawings, maintenance manuals, and, if specified elsewhere, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 7. Deliver tools, spare parts, extra stock, and similar items.

SECTION 01700 - CONTRACT CLOSEOUT

8. Changeover locks and transmit keys to the Owner.
 9. Changeover temporary construction utilities to Owner including electric, water, gas, sewer, storm, fire protection, etc.
 10. Complete startup testing of systems and instruction of operation and maintenance personnel. Remove temporary facilities, mockups, construction tools, and similar elements.
 11. Complete final cleanup requirements, including touchup painting.
 12. Touch up and repair and restore marred, exposed finishes.
 13. Submit Certificate of Occupancy/Approval
 12. Remove temporary covered walkway, fence, and complete all curbs, paving, concrete walks, etc.
- C. Inspection Procedures: On receipt of a request for inspection, the Construction Manager will proceed or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Construction Manager (if applicable) or Architect will repeat inspection when requested and assured that the Work is substantially complete.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- D. Final Acceptance: Please refer to the **“FINAL PAYMENT CHECKLIST”** at the end of this section for the summary of materials required to complete the contract obligation. All **“PROJECT CLOSEOUT CHECKLIST”** items shall be completed before requesting Final Acceptance or Final Payment.
- E. Reinspection Procedure: The Construction Manager will reinspect the Work upon receipt of notice that the Work has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner, Construction Manager and Architect.
1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or obligations that have not been fulfilled but are required.
 2. If necessary, one (1) reinspection will be provided free of cost to the Contractor. If the Contractor fails to complete the work and a third or subsequent inspections are required, then the Contractor agrees to have the Liquidated Damages Daily Amount deducted from his Contract to pay for all extra inspections.
- F. Record Document Submittals: Do not use record documents for construction. Protect from loss in a secure location. Provide access to record documents for the Construction Manager’s (if applicable) / Architect's reference.

SECTION 01700 - CONTRACT CLOSEOUT

- G. Record Drawings: Maintain a set of Original Signed and Sealed Prints of Contract Documents and Shop Drawings in the job trailer accessible to the Local Authority having jurisdiction, Owner, Construction Manager and/or Architect. The drawings shall be updated daily and subject to the penalty of non-payment if they are not up to date. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
1. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the Work.
 2. Organize record drawing sheets into manageable sets. Bind with durable-paper cover sheets; print titles, dates, and other identification on the cover of each set.
- H. Maintenance Manuals: Organize operation and maintenance documents into two (2) sets of manageable size. Bind in individual, heavy-duty, 2-inch (51-mm), 3-ring, binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include all the information required in the **“PROJECT CLOSEOUT CHECKLIST.” Project Closeout Checklist Documents including these Maintenance Manuals shall be delivered to the OWNER OR CONSTRUCTION MANAGER (if applicable).**
- I. Record RFIs (Request for Information): The Contractor shall maintain a complete record of all RFIs in the job trailer accessible to the Local Authority having jurisdiction, Owner, Construction Manager and/or Architect. The RFI Logbook shall be updated daily and subject to the penalty of non-payment if it is not up to date.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Operation and Maintenance Instructions: The Contractor shall coordinate and arrange for each Installer/Manufacturer to provide instruction in proper operation and maintenance to the Owner's Staff. Refer to the applicable Specification Section for the requirements of Owner Instruction. The Owner, Construction Manager (if applicable), and Architect shall be notified of this instructional meeting 3 days in advance. The instructional meeting shall include a detailed review, but not be limited to, the following items:
1. Maintenance manuals.
 2. Spare parts, tools, and materials.
 3. Lubricants and fuels.
 4. Identification systems.
 5. Control sequences.
 6. Hazards.
 7. Warranties and bonds.
 8. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following:

SECTION 01700 - CONTRACT CLOSEOUT

1. Startup and shutdown.
 2. Emergency operations and safety procedures.
 3. Noise and vibration adjustments.
- C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass. Remove glazing compounds. Replace chipped or broken glass.
 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. The Contractor shall clean vinyl composite tile, ceramic tile, terrazzo, sealed concrete, etc. "mop clean." Strip all VCT flooring and apply three coats of wax. Vacuum carpeted surfaces.
 4. Wipe surfaces of mechanical and electrical equipment to a dust free condition. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 5. Clean the site of rubbish, litter, and foreign substances. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
- D. Removal of Protection: Remove temporary protection and facilities.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.
- F. Contractor shall provide an as-built survey of all installed utilities, as well as existing utility features to remain that are uncovered during construction, including locations and elevations. The as-built survey shall be provided as a hard copy plan sheet and in electronic format (AutoCAD or similar file type) on a CD, flash drive or similar acceptable electronic media.

END OF SECTION 01700

PROJECT CLOSEOUT CHECKLIST

CONTRACTOR MUST COMPLETE AND SUBMIT (1) ONE SET OF AS-BUILT DOCUMENTS, TWO (2) SETS OF CLOSEOUT BINDERS AND ONE (1) TRAINING VIDEO TO THE OWNER OR CONSTRUCTION MANAGER WITH AN ELECTRONIC COPY OF THE AS-BUILT DOCUMENTS EMAILED TO THE OWNER, CONSTRUCTION MANAGER (if applicable) AND ARCHITECT

Complete,
Incomplete or
N/A

AS-BUILT DOCUMENTS - ONE SET per Building Location

* All As-Built Documents must be clearly labeled "AS-BUILT" with a date and Contractor's signature. If the Owner has contracted with a Construction Manager, the Contractor must review all As-Built notations with the C.M. prior to delivering to Owner.

1. Record "as-built" contract drawings. (1 paper copy & PDF files emailed to the Owner, Construction Manager (if applicable) and Architect. In lieu of emailing the file, the Contractor can provide a flash drive of the PDF.)
2. Record "as built" shop drawings. (1 paper copy & PDF files emailed to the Owner, Construction Manager (if applicable) and Architect. In lieu of emailing the file, the Contractor can provide a flash drive of the PDF.)

CLOSE-OUT BINDERS - TWO SETS per Building Location

* All items shall be in a 3-ring loose leaf binder, clearly labeled (minimum: building, discipline/trade & year) on Front and Side Spine. Include a helpful table of contents and index tabs. Also provide this information in a PDF File emailed to the Owner and Construction Manager (if applicable.)

1. Maintenance manuals/operating and maintenance instruction. See Specification Section 01700.
2. Warranties and bond manual. See Specification Section 01740.
 - * **WARRANTY CLARIFICATION:** Contractor shall separately identify any warranty that requires execution by Owner or otherwise. "Copies" of warranties should be included in the close-out "binder". "Original" warranties requiring execution should be sent under a separate cover. The separate cover should clearly identify the action required to execute the warranty.
3. List of contact persons for the Contractor and all sub-contractors. Include contract responsibility, name of company, name of person, street address, mailing address (if different), telephone and email address.
4. Copy of final inspection reports / permit closeout document.
5. Attic Stock, Special tools, spare parts, extra stock materials, etc. shall be turned over to Owner. Include a list in the closeout binder.

OWNER TRAINING VIDEO – ONE COPY per Building Location
FINAL PAYMENT CHECKLIST

Complete,
Incomplete or
N/A

*** DO NOT submit Final Payment until all items can be included.**

CONTRACTOR MUST COMPLETE AND SUBMIT (3) THREE SETS OF
COLLATED, NOTARIZED ORIGINALS & (1) ONE COMPLETE
ELECTRONIC COPY VIA EMAIL TO THE ARCHITECT WITH FINAL
PAYMENT APPLICATION:

1. An Index of Documents Included on the Contractor's Letterhead.
2. Owner Payment Voucher (if required by Owner).
3. AIA Payment Application.
4. AIA Document G706 – 1994 Contractor's Affidavit of Payment of Debts and Claims
5. AIA Document G706A – 1994 Contractor's Affidavit of Release of Liens
6. Contractor's Certification of Completion
7. AIA Document G707 – 1994 Consent of Surety to Final Payment
8. Maintenance Bond for 100% of the Project Cost for a warranty period of two (2) years from the Date of Final Acceptance.
9. The Contractor shall not use any product containing asbestos and all plumbing shall be lead free. The Contractor shall provide a notarized letter stating: "No asbestos containing materials were provided on the project and the plumbing is lead free."
10. Contractor shall furnish a letter agreeing to provide complete parts and labor service and maintenance of all HVAC systems, equipment, devices, controls, etc., for 2 years from date of substantial completion as determined by architect. The letter shall also affirm that the Contractor will provide scheduled maintenance service quarterly (3-month interval) as the maximum time period between scheduled service.
11. Certificate of Occupancy or Acceptance by the Local Construction Official.
12. Provide a Fire Alarm System NFPA Record of Inspection and Testing Certification Form.

ADDITIONAL REQUIREMENTS TO BE SATISFIED PRIOR TO
CERTIFICATION OF FINAL PAYMENT:

1. Project Closeout Documents (submit separately as indicated on the Project Closeout Checklist).

SECTION 01740 - WARRANTIES AND BONDS

1.1 GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
 - 2. Requirements for Warranties and Bonds for products and installations that are specified are included in the individual sections of these specifications.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- G. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

SECTION 01740 - WARRANTIES AND BONDS

- H. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- J. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01740

SECTION 01770 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1. Related Documents
 - A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- 1.2 Summary
 - A. This Section requires the selective removal, salvage to Owner and/or subsequent offsite disposal of the following:
 1. Existing storm drainage pipe, inlets, castings, etc., as indicated on drawings.
 2. Paving, sidewalks concrete and infrastructure as indicated on drawings and as required to accommodate new construction.
 3. Relocation of pipes, conduits, ducts and/or other mechanical and electrical work is specified in other Divisions.
 4. Cutting nonstructural concrete floors and masonry walls for piping, ducts and/or conduits as required to perform the work specified in other Divisions. Refer to the respective mechanical and electrical specification sections for additional demolition requirements.
 5. Relocation of water mains, fire hydrants, light poles, electric lines and other utilities as indicated on drawings.
- 1.3 Submittals
 - A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Section: SUBMITTALS.
 - B. Schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 1. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 2. Coordinate with Owner's continuing occupation of portions of existing building.
 - C. Photographs of existing conditions of structures, site equipment and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

SECTION 01770 - SELECTIVE DEMOLITION

1.4 Job Conditions

- A. Condition of Structures: Owner assumes no responsibility for actual condition of structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items will not be permitted on site.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
 - 3. Protect from damage existing finish work that is to remain in place that becomes exposed during selective demolition operations.
 - 4. Protect floors with suitable coverings when necessary.
 - 5. Construct temporary insulated dust-proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dust-proof doors and security locks.
 - 6. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 7. Remove protections at completion of work.
 - 8. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
- D. Damages: Promptly repair damages caused to adjacent facilities by selective demolition operations.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

SECTION 01770 - SELECTIVE DEMOLITION

1. Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- F. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- G. Utility Services: Maintain existing utilities indicated to stay in service and protect against damage during selective demolition operations.
1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities. **WATER SERVICE MUST REMAIN UNINTERRUPTED TO ALL PORTIONS OF THE BUILDING(S) AND SITE.**
 2. Maintain fire protection services during selective demolition operations.
- H. Environmental Controls: Use water sprinkling, temporary enclosures and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may cause damage or create hazardous or objectionable conditions such as ice, flooding and pollution.
- I. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advanced notice to Owner of demolition activities that will affect Owner's normal operations.

PART 2 - ITEMS TO BE SALVAGED AND RETAINED AS PROPERTY OF THE OWNER

- A. Items to be relocated/reset shall be safely stored by the Contractor until relocation is possible.

PART 3 – EXECUTION

3.1 Preparation

- A. General: Provide interior and exterior shoring, bracing or support to prevent movement, settlement or collapse of areas to be demolished and adjacent facilities to remain.

SECTION 01770 - SELECTIVE DEMOLITION

1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
2. Cover and protect furniture, equipment and fixtures from spoilage or damage when demolition work is performed in areas where such items have not been removed.
3. Erect and maintain dust-proof partition and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - a. Provide weatherproof closures for exterior openings resulting from demolition work.
 - b. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4-inch studs, 5/8-inch drywall (joints taped) on occupied side, 1/2-inch fire retardant plywood on demolition side. Fill partition cavity with sound deadening insulation.
4. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied area of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

3.2 Demolition

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 4. Demolish foundation walls to a depth of not less than 12 inches below existing ground surface. Demolish and remove below-grade wood or metal construction; break up below-grade concrete slabs.

SECTION 01770 - SELECTIVE DEMOLITION

5. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
 6. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6-inches in diameter, root or other organic material.
- B. If unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Vermin Control: Employ a certified, licensed exterminator and treat entire area of building demolition and removal as well as entire area of all building additions in accordance with governing health regulations for rodent and insect control.

3.3 Salvaged Materials

- A. General: Salvaged Items are those so indicated on Drawings or Schedules, or as listed in this Section. Carefully remove salvaged items; clean and protect until disposition.
1. Items to be incorporated into new work: Store until required for installation or for required modification or restoration.
 2. Other salvage items: Turn over to Owner and obtain receipt.
- B. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques and other articles of historic significance, remain property of Owner. Notify Owner's Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.
- C. Salvage items damaged during demolition shall be replaced by the Contractor with equivalent new items at no cost to the Owner.

3.4 Disposal of Demolished Materials

- A. General: Remove from building site debris, rubbish and other materials resulting from demolition operations. Transport and legally dispose off-site.
1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.
 2. Burning of removed materials is not permitted on project site.

SECTION 01770 - SELECTIVE DEMOLITION

3.5 Cleanup and Repair

- A. General: Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 01770

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.
 - 3. Wood furring, grounds, nailers, and blocking.
 - 4. Sheathing.
 - 5. Subflooring.

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for the following products:
 - 1. Engineered wood products.
 - 2. Underlayment.
 - 3. Insulating sheathing.
 - 4. Air-infiltration barriers.
- C. Material certificates for dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee's (ALSC) Board of Review.
- D. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:

SECTION 06100 - ROUGH CARPENTRY

1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: To qualify for approval, an independent testing agency must demonstrate to Architect's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- B. Single-Source Responsibility for Engineered Wood Products: Obtain each type of engineered wood product from one source and by a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
 1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following or approved equal:
 1. Wood-Preservative-Treated Materials:
 - a. Baxter: J. H. Baxter Co.
 - b. Chemical Specialties, Inc.
 - c. Continental Wood Preservers, Inc.
 - d. Osmose Wood Preserving, Inc.
 - e. or approved equal
 2. Laminated-Veneer Lumber:
 - a. Alpine Structures.
 - b. Georgia-Pacific Corp.
 - c. Trus Joist MacMillan.
 - d. or approved equal
 3. Prefabricated Wood I-Joists:
 - a. Trus Joist MacMillan.
 - b. Alpine Structures.
 - c. Georgia-Pacific Corp.

SECTION 06100 - ROUGH CARPENTRY

- d. or approved equal
- 4. Gypsum Sheathing Board:
 - a. Georgia-Pacific Corp.
 - b. National Gypsum Co.; Gold Bond Building Products Division.
 - c. United States Gypsum Co.
 - d. or approved equal
- 5. Air-Infiltration Barriers:
 - a. Celotex Corporation (The); Building Products Division.
 - b. DuPont Company; Fibers Department.
 - c. or approved equal

2.2 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. NELMA - Northeastern Lumber Manufacturers Association.
 - 2. NLGA - National Lumber Grades Authority (Canadian).
 - 3. RIS - Redwood Inspection Service.
 - 4. SPIB - Southern Pine Inspection Bureau.
 - 5. WCLIB - West Coast Lumber Inspection Bureau.
 - 6. WWPA - Western Wood Products Association.
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 1. Provide dressed lumber, S4S, unless otherwise indicated.
 - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWWA C2 (lumber) and AWWA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
- B. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m).

SECTION 06100 - ROUGH CARPENTRY

- C. All preservative treated materials should all be secured by stainless steel screws or fasteners with isolated material to all metal members.

2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Non-Load-Bearing Interior Partitions: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Eastern softwoods; NELMA.
 - 3. Species: Northern species; NLGA.
 - 4. Species: Mixed southern pine; SPIB.
 - 5. Species: Western woods; WCLIB or WWPA.
 - 6. Species: Any species above.
- C. Exterior and Load-Bearing Walls: Provide framing of the following grade and species:
- D. Framing Other than Non-Load-Bearing Partitions: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Spruce-pine-fir south; NELMA.
 - 3. Species: Hem-fir north; NLGA.
 - 4. Species: Spruce-pine-fir north; NLGA.
 - 5. Species: Mixed southern pine; SPIB.
 - 6. Species: Hem-fir; WCLIB or WWPA.
 - 7. Species: Any species above.

2.5 BOARDS

- A. Exposed Boards: Where boards will be exposed in the finished work, provide the following:
 - 1. Moisture Content: 19 percent maximum.
 - 2. Species and Grade: Spruce-pine-fir, C & Btr per WCLIB rules or C Select per NLGA or WWPA rules.
 - 3. As noted on plans by Architect.
- B. Concealed Boards: Where boards will be concealed by other work, provide lumber with 19 percent maximum moisture content and of following species and grade:
 - 1. Species and Grade: Eastern softwoods, No. 3 Common per NELMA rules.
 - 2. Species and Grade: Mixed southern pine, No. 2 per SPIB rules.
 - 3. Species and Grade: Spruce-pine-fir, Standard per WCLIB rules or No. 3 Common per WWPA rules.
 - 4. Species and Grade: Western woods, Standard per WCLIB rules or No. 3 Common per WWPA rules.
 - 5. Species and Grade: Any species above.

SECTION 06100 - ROUGH CARPENTRY

2.6 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

2.7 ENGINEERED WOOD PRODUCTS

- A. General: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that evidence compliance with building code in effect for Project.
 - 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Laminated-Veneer Lumber: Lumber manufactured by laminating wood veneers in a continuous press using an exterior-type adhesive complying with ASTM D 2559 to produce members with grain of veneers parallel to their lengths and complying with the following requirements:
 - 1. Extreme Fiber Stress in Bending: 2500 psi (17 MPa) for 12-inch nominal- (286-mm actual-) depth members.
 - 2. Modulus of Elasticity: 2,000,000 psi (13 800 MPa).
 - 3. Tension Parallel to Grain: 1850 psi (13 MPa).
 - 4. Compression Parallel to Grain: 2800 psi (19 MPa).
 - 5. Compression Perpendicular to Grain: 400 psi (3 MPa) perpendicular to and 500 psi (3.5 MPa) and parallel to glue line.
 - 6. Horizontal Shear: 285 psi (2 MPa) perpendicular to and 190 psi (1.3 MPa) parallel to glue line.
- C. Prefabricated Wood I-Joists: Units manufactured by bonding stress-graded lumber flanges to wood-based structural-use panel webs with exterior-type adhesives complying with ASTM D 2559, to produce I-shaped joists complying with the following requirements:
 - 1. Flange Material: Laminated-veneer lumber.

SECTION 06100 - ROUGH CARPENTRY

2. Web Material: Oriented-strand board (OSB) complying with DOC PS 2.
3. Web Material: Plywood complying with DOC PS 2.
4. Web Material: Either material indicated above, as standard with joist manufacturer.
5. Structural Capacities: Establish and monitor structural capacities according to ASTM D 5055.
6. Sizes: Depths and widths as indicated, with flanges not less than 1-1/2 inches (38 mm) in actual width.
7. I-Joists shall be installed with all required anchors, stiffeners and bracing in accordance with manufacturer requirements.

2.8 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
 1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.
 2. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30V, "APA Design/Construction Guide: Residential & Commercial."
- B. Subflooring: APA-rated sheathing.
 1. Exposure Durability Classification: Exposure 1.
 2. Span Rating: 48/24.
 3. Minimum thickness: 5/8 inch.
 4. Floor sheathing shall be tongue and groove and installed with both construction adhesive and required nailing.
- C. Wall Sheathing: APA-rated sheathing.
 1. Exposure Durability Classification: Exposure 1.
 2. Span Rating: As required to suit stud spacing indicated.
 3. Minimum thickness indicated on plan.
- D. Roof Sheathing: APA-rated sheathing.
 1. Exposure Durability Classification: Exterior, Structural I, Exposure 1.
 2. Minimum Span Rating: 32/16.
 3. Minimum thickness: 3/4 inch.
 4. Roof sheathing shall be installed with panel clips.

SECTION 06100 - ROUGH CARPENTRY

2.9 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch (11.9 mm) thick.

2.10 AIR-INFILTRATION BARRIER

- A. Air retarder complying with ASTM E 1677; made from polyolefins; either cross-laminated films, woven strands, or spunbonded fibers; coated or uncoated; with or without perforations to transmit water vapor but not liquid water; and as follows:
 - 1. Minimum Thickness: 3 mils (0.08 mm).
 - 2. Minimum Water-Vapor Transmission: 10 perms (575 ng/Pa x s x sq. m) when tested according to ASTM E 96, Procedure A.
 - 3. Maximum Flame Spread: 25 per ASTM E 84.
 - 4. Minimum Allowable Exposure Time: 3 months.

2.11 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. All fasteners to secure pressure treated lumber/plywood shall be Type 304 Stainless Steel.

2.12 METAL FRAMING ANCHORS

- A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and as follows:

SECTION 06100 - ROUGH CARPENTRY

1. Research or Evaluation Reports: Provide products for which model code research or evaluation reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with building code in effect for Project.
 2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 (ASTM A 653M, Z180) coating designation; structural, commercial, or lock-forming quality, as standard with manufacturer for type of anchor indicated.
- C. Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.
1. Thickness: 0.064 inch (1.6 mm).
- D. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.
1. Strap Width: 2 inches (50 mm).
 2. Thickness: 0.064 inch (1.6 mm).
- E. Bridging: Rigid, V-section, nailless type, 0.064 inch (1.6 mm) thick, length to suit joist size and spacing.
- F. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-5/8 inches (41 mm) wide by 0.052 inch (1.3 mm) thick minimum. Tie-Downs must be selected to meet uplift forces as calculated in the wood truss design.

2.13 THERMO-PLY SHEATHING

- A. Standard Grade – Green, 0.78” for use in attic to secure under truss rafter for supporting glass fiber insulation board.
- B. Pre-cut to 24” wide strip for easy field installation.
- C. Perm Rating: Minimum 0.63.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.

SECTION 06100 - ROUGH CARPENTRY

- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.
- E. Comply with applicable recommendations contained in APA Form No. E30V, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
 - 1. Comply with "Code Plus" provisions in above-referenced guide.
 - 2. Roof sheathing shall be installed with 1/8" spacing at all edge and end joints for expansion per APA recommendations in above-referenced guide.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
 - 4. "Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- G. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- H. Use double hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- I. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

3.2 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Install framing members of size and at spacing indicated.
- D. Do not splice structural members between supports.

SECTION 06100 - ROUGH CARPENTRY

- E. Firestop concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where firestopping is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- (38-mm actual-) thickness lumber of same width as framing members.

3.3 THERMO-PLY SHEATHING:

- A. Provide conceal envelope in attic to support board insulation and to act as a vapor barrier.
- B. Pre-cut 24" wide strip to secure under wood truss rafter. Cut edge to clear truss web member.
- C. Tape joint between rafter without wood backing.

3.4 AIR-INFILTRATION BARRIER

- A. Cover sheathing with air-infiltration barrier as follows:
 - 1. Apply air retarder to comply with manufacturer's written instructions.
 - 2. Apply air-infiltration barrier to cover upstanding flashing with 4-inch (100-mm) overlap.

END OF SECTION 06100

SECTION 07210-BUILDING INSULATION

1.1 GENERAL

- A. Submittals: Product Data for each type of insulation product specified.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated as determined by testing identical products per NFPA 285, ASTM E 84, ASTM E 119, or ASTM E 136 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1.2 PRODUCTS

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
 - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thickness, widths and lengths.
- B. For below slab insulation: Extruded-Polystyrene Board Insulation: ASTM C 578 for type indicated below:
 - 1. Under Slab Type IV, 1.60-lb/cu. ft. (26-kg/cu. m) minimum density.
- C. For masonry cavity insulation: Board Insulation: Polyisocyanurate Foam – Board Insulation: ASTM C 1289, foil faced, Type I, Class 1 or 2. Do not tape the Board joints. Leave joints open for vapor permeability.
 - 1. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
- D. For all interior walls: Unfaced Mineral-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing) of type described below:
 - 1. Mineral-Fiber Type: Fibers manufactured from glass. (3 5/8" R=13, 6" R=19).
 - 2. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
- E. For all Exterior Stud Walls or Attic Spaces: Unfaced Mineral-Fiber Blanket Insulation: ASTM C 665, Type III, Class A.
 - 1. Mineral-Fiber Type: Fibers manufactured from glass. (6" R=19)
- F. For use as fire stop at openings between edge of slab and exterior wall panels: Provide a fire tested assembly where required. Slag-Wool-Fiber Board Safing Insulation: Semirigid boards designed and produced by combining slag-wool fibers with thermosetting resin binders to comply with ASTM C 612, Type IA and IB; nominal density of 4 lb/cu. ft. (64kg/cu. m); passing ASTM E 136 for combustion characteristics; thermal resistivity of 4 deg. F x h x sq. ft./Btu x in. at 75 deg F (27.7 K x m/W at 24 deg C).

SECTION 07210-BUILDING INSULATION

1. Calking Compound: Material approved by manufacturer of safing insulation for sealing joint between foil backing of safing insulation and edge of concrete floor slab against penetration of smoke.
 2. Safing Clips: Galvanized steel safing clips approved by manufacturer of safing insulation for holding safing insulation in place.
- G. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of hooding insulation, of thickness indicated, securely in position indicated with self-locking washer in place; and complying with the following requirements:
1. Plate: Perforated galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
 2. Spindle: Copper-coated low carbon steel, fully annealed, 0.105 inches (2.67 mm) in diameter, length to suit depth of insulation indicated.

1.3 EXECUTION

- A. Installation, General: Comply with insulation manufacturer's written instructions applicable to products and application indicated.
1. Install insulation that is undamaged, dry, unsoiled, and has not been exposed at any time to ice and snow.
 2. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
 3. Apply single layer of insulation to produce thickness indicated.
 4. Apply single layer of insulation to produce thickness indicated, unless multiple layers are otherwise shown or required to make up total thickness.
 5. Seal joints between closed-cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant.
 6. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:
 - a. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - b. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 7. Install insulation in curtain-wall construction where indicated on Drawings according to curtain-wall manufacturer's written instructions.
 8. Retain insulation in place by metal clips and straps or integral pockets within window frames, spaced at intervals recommended in writing by insulation manufacturer to hold insulation securely in place without touching spandrel glass. Maintain cavity width of dimension indicated between insulation and glass.
 9. Install insulation where it contacts perimeter fire-containment system to prevent insulation from bowing under pressure from perimeter fire-containment system.

SECTION 07210-BUILDING INSULATION

10. Stuff glass-fiber, loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
 11. Attic insulation board should be a tight fit at the bottom of the rafters. Apply thermo-ply sheathing under insulation board to act as vapor barrier and insulation board support.
 12. In between bathroom walls and cavity walls where there is no gypsum wall board sheathing on the inside face, provide horizontal metal straps between studs at 48" on center to hold insulation in place.
- B. Protect below-grade insulation on vertical surfaces from damage during backfilling by applying protection board. Set in adhesive according to written instructions of insulation manufacturer.
- C. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors.
- D. Place loose-fill insulation into spaces and onto surfaces as shown, either by pouring or by machine blowing to comply with ASTM C 1015.
- E. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics, by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

END OF SECTION

SECTION 07270 - FIRESTOPPING

1.1 GENERAL

- A. System Performance Requirements: Provide firestopping systems that are produced and installed to resist the spread of fire, according to the Room Finish Schedule Fire Rating indicated. The system shall resist the passage of smoke and other gases.
1. Provide through-penetration firestop systems with F ratings indicated, as determined per ASTM E 814, but not less than the fire-resistance rating of the constructions penetrated.
 2. Provide through-penetration firestop systems with T ratings as well as F ratings, as determined per ASTM E 814.
 3. Provide joint sealants with fire-resistance ratings indicated, as determined per ASTM E 119, but not less than that equaling or exceeding the fire-resistance rating of the construction in which the joint occurs.
 4. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
 5. For firestopping exposed to view, provide products with flame-spread values of less than 25 and smoke-developed values of less than 450, as determined per ASTM E 84.
 6. Provide penetration firestopping with mold and mildew resistance rating of one (1) or less as tested per ASTM G21
- B. Submittals: Provide a complete tested assembly of products with a specific tested assembly system. In addition, provide product data for each type of product in the assembly. Submit the following:
1. Certification by firestopping manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs) and are nontoxic to building occupants.
 2. Shop drawings detailing materials, installation methods, and relationships to adjoining construction for each through-penetration firestop system, and each kind of construction condition penetrated and kind of penetrating item along with design designation of qualified testing and inspecting agency.
 3. Product certificates signed by manufacturers of firestopping products certifying compliance of their products with specified requirements.
 4. Product test reports from a qualified testing and inspecting agency evidencing compliance of firestopping with requirements based on comprehensive testing of current products. Test reports must indicate T and F ratings and all system performance requirements.
- C. Fire-Test-Response Characteristics: Provide firestopping that complies with the following requirements and those specified under the "System Performance Requirements" paragraph:
1. Firestopping tests are performed by a qualified testing and inspecting agency, including UL, Warnock Hersey, or an approved equal agency performing testing and follow-up inspection services, that is acceptable to authorities having jurisdiction.

SECTION 07270 - FIRESTOPPING

2. Through-penetration firestop systems are identical to those tested per ASTM E 814 under conditions where positive furnace pressure differential of at least 0.01 inch of water is maintained at a distance of 0.78 inch below the fill materials surrounding the penetrating items in the test assembly.
3. Fire-resistive joint sealant systems are identical to those tested for fire-response characteristics per ASTM E 119 under conditions where the positive furnace pressure differential is at least 0.01 inch of water, as measured 0.78 inch from the face exposed to furnace fire.
4. Ratings of Firestopping: As indicated by reference to designations of UL in their "Fire Resistance Directory" or by another qualified testing and inspecting agency.

1.2 PRODUCTS

- A. Through-Penetration Firestop Systems: Comply with the following requirements in providing system components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating firestops under conditions of service and application, based on testing and field experience. Subject to compliance with requirements provide products manufactured by Hilti, 3M Fire Protection Products, STI – Specified Technologies, Inc., or approved equal.
1. Accessories: Provide the following components for each firestopping system as needed to install fill materials and to comply with "System Performance Requirements" paragraph:
 - a. Permanent forming/damming/backing materials including the following:
 - 1) Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
 - 2) Joint fillers for joint sealants.
 - b. Temporary forming materials.
 - c. Substrate primers.
 - d. Collars.
 - e. Steel sleeves.
 2. Fill Materials: Provide through-penetration firestop systems composed of the fill materials indicated below:
 - a. Endothermic, Latex Compound Sealant: Single-component, endothermic, latex formulation.
 - b. Intumescent, Latex Sealant: Single-component, intumescent, latex formulation.
 - c. Intumescent Putty: Nonhardening, dielectric, water-resistant putty containing no solvents, inorganic fibers, or silicone compounds.
 - d. Intumescent Wrap Strips: Single-component, elastomeric sheet with aluminum foil on one side.
 - e. Job-Mixed Vinyl Compound: Prepackaged vinyl-based powder product for mixing with water at Project site to produce a paintable compound, passing ASTM E 136, with flame-spread and smoke-developed ratings of zero per ASTM E 84.

SECTION 07270 - FIRESTOPPING

- f. Mortar: Prepackaged dry mix composed of a blend of inorganic binders, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogenous mortar.
 - g. Pillows/Bags: Re-usable, heat-expanding pillows/bags composed of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
 - h. Silicone Foam: Two-component, silicone-based liquid elastomer that, when mixed, expands and cures in place to produce a flexible, nonshrinking foam.
 - i. Silicone Sealant (ASTM E814 UL 14779) Standard Test Method for Fire Tests of Penetration Firestop Systems: Neutral-curing, single-component, silicone-based, intumescent, neutral-curing sealant.
 - j. Solvent-Release-Curing Intumescent Sealant: Solvent-release-curing, single-component, synthetic-polymer-based sealant.
 - k. Mineral Wool Insulation (ASTM C 518): 4 pcf actual density; .23 BTU in/hr SF 24°F; 4.3 R value; 0 Flame; 0 Smoke Developed.
 - l. Drop-In Firestop Devices: Factory-assembled devices for use with combustible or noncombustible penetrants in cored holes within concrete floors. Device shall consist of galvanized steel sleeve lined with an intumescent strip, an extended rectangular flange attached to one end of the sleeve for fastening to concrete floor, and neoprene gasket.
- B. Fire-Resistive Elastomeric Joint Sealants: Chemically curing, elastomeric sealants of base polymer indicated complying with ASTM C 920 requirements and requirements specified in this Section applicable to fire-resistive joint sealants.
- 1. Sealant Colors: Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.
 - 2. Single-Component, Neutral-Curing Silicone Sealant: Type S; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, G, A, and (as applicable to joint substrates indicated) O.
 - a. Additional capability, when tested per ASTM C 719, to withstand the following percentage changes in joint width as measured at time of installation and still comply with other requirements of ASTM C 920:
 - 1) 100 percent movement in extension and 50 percent movement in compression for a total of 150 percent movement.
 - 3. Multicomponent, Nonsag, Urethane Sealant: Type M; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, A, and (as applicable to joint substrates indicated) O.
 - a. Additional capability, when tested per ASTM C 719, to withstand the following percentage changes in joint width as measured at time of installation and still comply with other requirements of ASTM C 920:
 - 1) 50 percent movement in both extension and compression for a total of 100 percent movement.

SECTION 07270 - FIRESTOPPING

4. Single-Component, Nonsag, Urethane Sealant: Type S; Grade NS; Class 25; and Uses NT, M, A, and (as applicable to joint substrates indicated) O.

1.3 EXECUTION

- A. Install through-penetration firestops to comply with the "System Performance Requirements" paragraph and the through-penetration firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install fire-resistive joint sealant to comply with the "System Performance Requirements" paragraph, with ASTM C 1193, and with the sealant manufacturer's installation instructions and drawings pertaining to products and applications indicated.

END OF SECTION 07270

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Preconstruction field test reports.
- D. Compatibility and adhesion test reports.
- E. Product test reports.

1.4 QUALITY ASSURANCE

- A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.

SECTION 07920 - JOINT SEALANTS

- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
 - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.
 - 2. All test samples shall be approved and accepted by the Owner, Architect, Construction Manager and Manufacturer's field inspection personnel. Coordinate work and testing schedule with Manufacturer's field inspection personnel.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Installers five (5) year workmanship warranty from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles or approved equal.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.

SECTION 07920 - JOINT SEALANTS

- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Immersion in Liquids. Where elastomeric sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247 and qualify for the length of exposure indicated by reference to ASTM C 920 for Class 1 or 2. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. Single-Component **Neutral-Curing** Silicone Sealant for all exterior and interior joints application except as listed for other applications:
 - 1. Products:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Tremco; Spectrem 1 (Basic).
 - d. Or approved equal.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 100/50.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - 6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
 - 7. Paintable surface.
- F. Single-Component Neutral-Curing Silicone Sealant for structural glazing and aluminum framing:
 - 1. Products:
 - a. Dow Corning Corporation; 795.
 - b. GE Silicones; UltraGlaze SSG4000.
 - c. Polymeric Systems Inc.; PSI-631.
 - d. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.
 - e. Tremco; SPECTREM 2
 - f. Or approved equal.

SECTION 07920 - JOINT SEALANTS

2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 6. Paintable surface.
- G. Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant for all interior wet areas including all ceramic tiles:
1. Products:
 - a. Pecora Corporation; 898.
 - b. Tremco; Tremsil 600 White.
 - c. Or approved equal.
 2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
- 2.4 ACOUSTICAL JOINT SEALANTS – For all interior paintable gypsum / wood joints.
- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Products:
 - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
 - b. United States Gypsum Co.; SHEETROCK Acoustical Sealant.
 - c. TREMSTOP ACRYLIC
 - d. or approved equal.
- B. Acoustical Sealant for Concealed Joints: Manufacturer's standard, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission for concealed gypsum / wood joints.
1. Products:
 - a. Pecora Corporation; BA-98.
 - b. Tremco; Tremco Acoustical Sealant.
 - c. or approved equal.
- 2.5 JOINT-SEALANT BACKING
- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

SECTION 07920 - JOINT SEALANTS

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 2. Remove laitance and form-release agents from concrete.

SECTION 07920 - JOINT SEALANTS

- a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
 - 4. Complete sealant all the way of the full joint length, everywhere.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

SECTION 07920 - JOINT SEALANTS

1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- G. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.
- H. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- I. Conditions that should be avoided when working with Silicone Building Sealant:
1. **DO NOT** "wet tool" with solvents or soaps as this can inhibit the surface of this sealant, the rest of the sealant bulk may cure normally but the surface will remain tacky and gummy indefinitely.
 2. **DO NOT** apply this sealant to a backer rod that is contaminated with solvent or primer.
 3. **DO NOT** apply this sealant to a surface that has been cleaned with a solvent or primer.
 4. **DO NOT** apply this sealant to EPOXY containing surfaces (unless they have been tested by The Americas Construction Test Lab) since they can inhibit the cure.
- J. Do not use silicone sealant for:
1. Below-grade applications.
 2. Surfaces to be immersed in water for prolonged time.
 3. Brass and copper surfaces.
 4. Materials bleeding oils, plasticizers, and solvents.
 5. Structural glazing and adhesive.
 6. Surfaces to be painted.
 7. Surfaces in direct contact with food.
 8. Medical and pharmaceutical applications.
- K. Do not apply in totally confined spaces without ventilation for curing.

END OF SECTION 07920

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

1.1 GENERAL

- A. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those of assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- B. Fire Resistance: Where fire resistance rated gypsum board assemblies are indicated, provide gypsum board assemblies that are identical to assemblies tested for fire resistant according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Design framing systems in accordance with 2018 IBC New Jersey Edition and AISI S220.

1.2 SUBMITTALS

- A. Evaluation Reports: Submit evaluation reports certified under an independent third-party inspection program administered by an agency accredited by IAS to ICC-ES AC98 accreditation criteria for inspection agencies.
- B. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified in accordance with the product-certification program of the Steel Framing Industry Association (SFIA) or similar organization providing a verifiable code-compliance program.
- C. Provide an index (table of contents) of job specific products, assemblies and reference the contract drawing details. Indicate on the manufacturer's cut sheets the specific products, gauge, etc. to be used (be specific).

1.3 PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
 - 1. Steel Framing and Furring:
 - a. ClarkDietrich
 - b. Marino/Ware (formerly Marino Industries Corp.).
 - c. Or approved equal.
 - 2. Grid Suspension Assemblies:
 - a. Armstrong World Industries, Inc.
 - b. USG Interiors, Inc.
 - c. Or approved equal.
 - 3. Gypsum Board and Related Products:
 - a. GP Gypsum, LLC
 - b. National Gypsum Co.; Gold Bond Building Products Division (NG).
 - c. United States Gypsum Co. (USG).
 - d. Or approval equal.

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

- B. Steel Framing Components for Suspended and Furred Ceilings: Provide components complying with ASTM C 754 for conditions indicated.
1. Powder-Actuated Fasteners in Concrete: Corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190.
 2. Wire Ties: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper, 0.062 inch (1.6 mm) thick.
 3. Wire Hangers: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper, 0.162-inch (4.1-mm) diameter.
 4. Hanger Rods: Mild steel and zinc coated or protected with rust-inhibitive coating.
 5. Flat Hangers: Mild steel and zinc coated or protected with rust-inhibitive coating.
 6. Channels: Cold-rolled steel, 16 ga minimum thickness of base steel and 1/2-inch- (13-mm-) wide flanges, and as follows:
 - a. Carrying Channels: 2 inches (50.8 mm) deep, 590 lb/1000 feet (88 kg/100 m), unless otherwise indicated.
 - b. Finish: ASTM A 653, G 60 (ASTM A 653M, Z 180) hot-dip galvanized coating for framing for exterior soffits and where indicated.
- C. Steel Studs for Furring Channels: AISI S220, in depth indicated and with 0.0179 inch (0.45 mm) minimum base steel thickness, unless otherwise indicated.
1. Protective Coating: Comply with AISI S220; ASTM A 653, G 40 (Z120); or coating with equivalent corrosion resistance of ASTM A653/A653M, G40 (Z120) hot-dip galvanized coating for framing for exterior soffits and ceiling suspension members in areas within 10 feet (3 m) of exterior walls. Galvannealed products are unacceptable.
 - a. Coating to demonstrate equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- D. Steel Resilient Furring Channels: Standard product fabricated from steel sheet complying with ASTM A 653 (ASTM A 653M) to form ½-inch- (12.7-mm-) deep channel of the following configuration unless otherwise indicated:
1. Double-Leg Configuration: Hat-shaped channel with 1-1/2-inch- (38.1-mm-) wide face connected to flanges by double-slotted or expanded-metal legs (webs).
 2. Single-Leg Configuration: Asymmetrical.
 - a. Product: ClarkDietrich; RC Deluxe (RCSD) Resilient Channel or approved equal.
- E. Grid Suspension System for Interior Ceilings: ASTM C 645, manufacturer's standard direct-hung system.
- F. Steel Framing for Walls and Partitions: Provide a minimum of 20 gauge interior non-bearing steel framing members complying with the following requirements: (for all bearing walls refer to structural drawings)

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

1. Protective Coating: Comply with AISI S220; ASTM A 653, G 40 (Z120) or coating with equivalent corrosion resistance of ASTM A653/A653M, G40 (Z120), hot-dip galvanized coating for framing members attached to and within 10 feet (3 m) of exterior walls. Galvannealed products are unacceptable.
 - a. Coating to demonstrate equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
2. Steel Studs and Runners: AISI S220 in depth indicated 20 gauge minimum base steel thickness, unless otherwise indicated.
 - a. Product: ClarkDietrich; ProSTUD Drywall Framing System ProSTUD 30 (0.0296 inch – 0.7518 mm) for typical walls and ProSTUD 33 (0.0329 inch – 0.8382 mm) for tile walls with Smart Edge technology and with DiamondPlus® Coating or approved equal.

**INTERIOR NON-BEARING GYPSUM STUD
PARTITION HEIGHT LIMITATION & GAUGE TABLE**

INTERIOR NON-BEARING GYPSUM STUD PARTITION			
1 5/8" STUD 16" o.c.	2 1/2" STUD 16" o.c.	3 5/8" STUD 16" o.c.	6" STUD 16" o.c.
X	18 GA. UP TO 12'- 6"	18 GA. UP TO 16'- 6"	16 GA. UP TO 22'- 0"
20 GA, UP TO 8'- 10"	20 GA. UP TO 11'- 6"	20 GA. UP TO 15'- 0"	X
SEE STRUCTURAL DRAWINGS FOR OTHER FRAMING GAUGE & SIZE			

- G. Steel Rigid Furring Channels: AISI S220, hat shaped, in depth indicated and with 0.0296 inch (20 gauge), minimum base steel thickness unless otherwise indicated.
 1. Product: ClarkDietrich; Furring Channel or approved equal.
- H. Fasteners for Metal Framing: Type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

- I. Gypsum Board Products: Types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
1. Gypsum Wallboard: ASTM C 1396, C 1178, C 1658, in thickness indicated.
 - a. Type: Regular for vertical surfaces. (ToughRock® Mold-Guard™ by GP Gypsum or approved equal), unless otherwise indicated.
 - b. Type: Type X where required for fire-resistance-rated assemblies.
 - c. Type: For ceiling surfaces (ToughRock® Mold-Guard™ by GP Gypsum or approved equal), unless otherwise indicated.
 - d. Type: Moisture and mold resistant gypsum panel for wet locations without tile surfaces (ToughRock® Mold-Guard™, DensArmor Plus® interior panel by GP Gypsum, Gold Bond Brand XP Gypsum Board by NG, Fiberock Aqua-Tough Interior panel by USG, or approved equal).
 - e. Type: Water and mold resistant with tile surfaces. (DensShield® Tile Backer by GP Gypsum or approved equal)
 - f. Type: Proprietary type as required for specific fire-resistance-rated assemblies.
 - g. Type: Impact/Abuse Resistant. (Gold Bond High Impact XP by NG or approved equal)
 - h. Type: Sound Resistant. (Gold Bond Soundbreak XP by NG or approved equal)
 2. Proprietary Gypsum Board Products: Subject to compliance with requirements, provide one of the following products or approved equal where proprietary gypsum wall board is indicated:
 - a. ToughRock® Fireguard® C, DensArmor Plus® Type C, by GP Gypsum or approved equal
 - b. Fire Shield G; National Gypsum Company; Gold Bond Building Products Division.
 - c. SHEETROCK Brand Gypsum Panels, FIRECODE C Core; United States Gypsum Company.
 - d. SHEETROCK Brand Gypsum Panels, ULTRACODE Core; United States Gypsum Company.
 - e. Or approved equal.
- J. Gypsum Board Base Layer(s) for Multilayer Applications: ASTM C 1396 in thickness indicated:
1. Type: Type X where indicated or required for fire-resistance-rated assemblies.
 2. Type: Sag-resistant type for ceiling surfaces, unless otherwise indicated.
- K. Accessories for Interior Installations: Cornerbead, edge trim, and control joints complying with ASTM C 1047, formed metal or plastic, with metal complying with the following requirement:
1. Steel sheet zinc added space coated by hot dip proceed or rolled zinc.

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

- L. Joint Treatment Materials: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
1. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
 - a. Use pressure-sensitive or staple-attached, open-weave, glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
 - 1) Product: ClarkDietrich; Strait-Flex Butt-Tape, or approved equal.
 2. Setting-Type Joint Compounds for Gypsum Board: Factory-packaged, job- mixed, chemical-hardening powder products formulated for uses indicated.
 - a. For prefilling gypsum board joints, use formulation recommended by gypsum board manufacturer.
 - b. For filling joints and treating fasteners of water-resistant gypsum backing board behind base for ceramic tile, use formulation recommended by gypsum board manufacturer.
 - c. For topping compound, use sandable formulation.
 3. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
 - a. Ready-Mixed Formulation: Factory-mixed product.
 - 1) Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
 - 2) All-purpose compound formulated for both taping and topping compounds.
- M. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that is effective in reducing the airborne transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.
- N. Miscellaneous Materials: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
1. Laminating Adhesive: Special adhesive or joint compound recommended for laminating gypsum panels.
 2. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot-grouting hollow metal door frames.
 3. Fastening Adhesive for Metal: Special adhesive recommended for laminating gypsum panels to steel framing.
 4. Steel drill screws complying with ASTM C 1002 for the following applications:

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

- a. Fastening gypsum board to steel members less than 0.033 inch (0.84 mm) thick.
 - b. Fastening gypsum board to gypsum board.
5. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 6. Foam Gaskets: Closed-cell vinyl foam adhesive-backed strips, that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit metal stud size indicated.
 7. Sound-Attenuation Blankets: Unfaced mineral-fiber blanket insulation to comply with ASTM C 665 for Type I.
 8. Polyethylene Vapor Retarder: ASTM D 4397, thickness and maximum permeance rating as follows:
 - a. 6 mils (0.15 mm), 0.13 perms (7.5 ng/Pa x s x sq. m).
 9. Vapor Retarder Tape: Pressure-sensitive tape of type recommended by vapor retarder manufacturer for sealing joints and penetrations in vapor retarder.

1.4 EXECUTION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
 1. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
 2. Isolate steel framing from building structure at locations indicated to prevent transfer of loading imposed by structural movement.
 - a. Where building structure abuts ceiling perimeter or penetrates ceiling.
 - b. Where partition framing and wall furring abut structure, except at floor.
 3. Do not bridge building control and expansion joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated.
- B. Installing Steel Framing for Suspended and Furred Ceilings: as follows:
 1. Sway-brace suspended steel framing with hangers used for support.
 2. Install suspended steel framing components in sizes and at spacings indicated, but not less than that required by the referenced steel framing installation standard.
 3. Grid Suspension System: Attach perimeter wall track or angle where grid suspension system meets vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- C. Installing Steel Framing for Walls and Partitions: Install steel studs and furring at spacings indicated.
 1. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

2. Extend partition framing full height to structural supports or substrates above suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
 3. Cut studs 1 inch short of full height to provide perimeter relief.
 4. All interior walls are STC-rated and some are fire-resistance-rated partitions that extend to the underside of floor/roof slabs and decks or other continuous solid structural surfaces to obtain ratings, install framing around structural and other members extending below floor/roof slabs and decks, as needed, to support gypsum board closures needed to make partitions continuous from floor to underside of solid structure.
 5. Frame door openings to comply with GA-219, and with applicable published recommendations of gypsum board manufacturer, unless otherwise indicated.
 6. Frame openings other than door openings to comply with details indicated or, if none indicated, as required for door openings. Install framing below sills of openings to match framing required above door heads.
- D. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
1. Install sound-attenuation blankets prior to installing gypsum panels unless blankets are readily installed after panels have been installed on one side.
 2. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
 3. Spot grout hollow metal door frames for solid-core wood doors, hollow metal doors, and doors over 32 inches (813 mm) wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.
 4. Form control and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
 5. Isolate perimeter of nonload-bearing gypsum board partitions at structural abutments, except floors, as detailed. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
 6. All walls are STC-rated gypsum board assemblies. Seal construction at perimeters, behind control and expansion joints, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
 7. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.
 - a. Space screws a maximum of 12 inches (304.8 mm) o.c. for vertical applications or as required by fire resistive design.
 8. Space fasteners in panels that are tile substrates a maximum of 8 inches (203.2 mm) o.c.
 9. Install water resistant gypsum backing board panels at sink and where indicated. Install with 1/4-inch (6.4-mm) open space where panels abut other construction or penetrations.

SECTION 09255 – GYPSUM BOARD ASSEMBLIES

10. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:
 - a. Fasten with screws.
11. Multilayer Fastening Methods: Apply base layers of gypsum panels and face layer to base layers as follows:
 - a. Fasten both base layers and face layers separately to supports with screws.
- E. Installing Trim Accessories: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
 1. Install cornerbead at external corners.
 2. Install edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.
 - a. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
 - b. Install L-bead where edge trim can only be installed after gypsum panels are installed.
 - c. Install U-bead where indicated.
 - d. Install control joints according to ASTM C 840 and manufacturer's recommendations and in specific locations approved by Architect for visual effect.
- F. Finishing Gypsum Board Assemblies: Treat gypsum board joints, interior angles, flanges of cornerbead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
 1. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
 2. Apply joint tape over gypsum board joints, except those with trim accessories having flanges not requiring tape.
 3. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214-15.
 - a. For all areas provide Level 4 finish for gypsum board surfaces.
 4. For Level 4 gypsum board finish, embed tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration.
 5. Finish water-resistant gypsum backing board to comply with ASTM C 840 and gypsum board manufacturer's directions.

END OF SECTION 09255

SECTION 09510 - ACOUSTICAL CEILINGS

PART-1 GENERAL

1.01 Summary:

- A. This Section includes acoustical ceilings consisting of suspended exposed-grid systems with lay-in acoustical panels.

1.02 Submittals:

- A. Product Data: Manufacturer's complete technical descriptive literature for each item required, including specifications and installation recommendations.
- B. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items. Within 60 days after award of Contract, submit coordination drawings for all new or altered areas, drawn accurately to a scale no less than 1/8" = 1' - 0", coordinating penetrations and ceiling-mounted items. Coordinate with other prime contractors to obtain necessary information and agreement on location of penetrations and ceiling-mounted items. Upon review and acceptance by Architect, incorporate revisions (if any) into an AutoCAD -based file. Furnish one hard copy of accepted shop drawings and one updated CAD-file copy to all other applicable prime contractors for their further information and use. Show the following:
 - 1. Ceiling suspension system members.
 - 2. Method of attaching hangers to building structure.
 - 3. Bulkheads, soffits, areas with drywall ceilings (if any), and areas of exposed structure (if any).
 - 4. Room names and numbers, ceiling types, and ceiling elevations above the finished floor.
 - 5. Special moldings at walls, column penetrations, and other junctures with adjoining construction, including all curved walls and bulkheads.
 - 6. Ceiling-mounted items, including light fixtures; HVAC air distribution devices; speakers; fire alarms; sprinkler heads; and other similar devices or fixtures.
- C. Shop Drawings: Show details and information pertinent to construction, installation, and placement of all components required for continuous, smooth wall angles at curved walls, bulkheads and circular columns. Include sections of typical curved wall angle.

1.03 Quality Assurance:

- A. Installer Qualifications: Engage an experienced installer who has completed acoustical tile ceilings and finishes similar in material, design, and extent to that indicated for this Project and with a minimum five-year record of successful in-service performance.
- B. Source Limitations for Ceiling Units: Obtain all acoustical panel and grid systems from one single source.

1.04 Delivery, Storage and Handling:

- A. Deliver acoustical materials and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other detrimental conditions.

SECTION 09510 - ACOUSTICAL CEILINGS

- B. Before installing acoustical materials, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical tiles and panels carefully to avoid chipping edges or damaging units in any way.

1.05 Project Conditions:

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. The work area shall be broom clean and the structure in proper condition to receive acoustical materials. Acoustical work shall follow the installation of ductwork, piping and conduit located in ceiling space above ceilings.

1.06 Coordination:

- A. Coordinate layout and installation of acoustical materials and suspension systems with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.07 Extra Stock:

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Acoustical Ceiling Units:
 - a. ACT Types A: One extra carton of full-size units of each type.

PART-2 PRODUCTS

2.01 Acoustical Ceilings. General:

- A. Humidity Resistance: Unless indicated otherwise, ceiling panels shall be rated for 90% humidity conditions and shall have a 10-year sag- and warp-resistance warranty, comparable to Armstrong's "HumiGuard Plus" or approved equal.
- B. Acoustical Ceiling Colors: Manufacturer's standard white, unless indicated otherwise.
- C. Fire-Test-Response Characteristics: Provide ceilings (ceiling panels/tiles, grids and accessories) that comply with the following requirements:
 - 1. Fire-response tests were performed by UU, ITS/Wamock Hersey, or another independent testing and inspecting agency that is acceptable to authorities having jurisdiction and that performs testing and follow-up services.

SECTION 09510 - ACOUSTICAL CEILINGS

2. Surface-burning characteristics of acoustical panels shall comply with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84.
 - D. Dimensions: Length by width dimensions for lay-in ceiling panels are nominal dimensions. Actual dimensions are to be factory-cut sizes that fit within suspended ceiling grids having standard modular dimensions matching the specified panel nominal length and width.
- 2.02 Acoustical Ceiling Systems:
- A. ACT-A: 24 in. x 48 in. x 7/8 in. lay-in panels with square edge profile; wet-formed panel composed of mineral fiber with a factory-applied, vinyl latex paint finish; minimum light reflectance (LR) rating of 0.84; minimum ceiling attenuation class (CAC) of 40; and minimum noise reduction coefficient (NRC) of 0.70. Suspension system - Type A.
 1. Subject to compliance with requirements, provide one of the following panel products:
 - a. Armstrong World Industries; School Zone Fine Fissured #1714
 - b. Certaineed; Sereno Fine Fissured #SFF-497 HNRC/HCAC
 - c. USG Interiors; Radar Clima Plus, High-NRC #22441
 - d. or approved equal
- 2.03 Suspension Systems:
- A. General: Unless indicated otherwise, suspension grids shall comply with ASTM C 635 "Intermediate Duty" Classification.
 - B. Suspension System Types:
 1. Type A: Exposed grid system with 15/16 in. wide face white aluminum capping.
 - C. Suspension System Accessories: Provide all accessories necessary to complete installation, including, but not limited to, the following:
 1. Preformed, factory-finished, bull-nosed comers to match grid material and finish. Provide comers where grid meets bull-nosed block.
 2. Provide impact clips at toilet room and gymnasium ceilings.
 3. Provide retention clips for ceilings located in wind locks and vestibules.
 4. Provide white, dual durometer polyvinylchloride (PVC) bellows-style filler for 1-inch expansion joints in suspended lay-in acoustical ceilings, selected from the following options:
 - a. Allway HC/HC W Series; Construction Specialties, Inc.
 - b. DX Series; M M Systems Corp.
 - c. Wabo Fast Wrap CES Series; Watson Bowman Acme Corp.
 - d. or approved equal

PART-3 EXECUTION

SECTION 09510 - ACOUSTICAL CEILINGS

3.01 Ceiling Installation:

- A. Suspend main beams spaced at 24 in. or 48 in. o.c., as indicated on Drawings, from structure above by minimum #12 gauge galvanized wire hangers spaced not more than 48 in. o.c.
- B. Install interlocking cross-tees at 24 in. o.c. to form a 24 in. x 48 in., or 24 in. x 24 in. grid pattern.
- C. System shall be accurately leveled to within 1/8 in. in 12 ft. 0 in. Deflection shall not exceed 1/360 of the span of any component.
- D. Provide matching perimeter molding around separate room areas, abutting walls, and around columns and similar protrusions, unless indicated otherwise.
 - 1. At radiused bulkheads and walls, provide curved wall angle, factory-formed to match diameter of bulkheads and walls; aluminum, finished to match ceiling grid. Field cut and formed edges made up of straight sections will not be permitted.
- E. Where perimeter molding meets expansion joint trim, provide a clear break in the molding equal to no less than the expansion joint width.
- F. Scribe and cut panels at borders and penetrations to provide a neat, precise fit. Coordinate with work of HVAC, plumbing and electrical trades.

302 Cleaning:

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09651 - RESILIENT TILE FLOORING

1.1 GENERAL

A. Submittals: As follows:

1. Product Data: For each type of product specified.
2. Samples of each different color and pattern of resilient product specified.
3. Maintenance Data: For resilient floor tile to include in the maintenance manuals specified in Division 1.

B. Extra Materials: Deliver extra materials to Owner as follows:

1. Furnish not less than one box for each 50 boxes or fraction thereof, of each type, color, pattern, class, wearing surface, and size of resilient tile flooring installed.
2. Furnish not less than 10 linear feet (3 linear m) for each 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient accessory installed.

1.2 SYSTEM DESCRIPTION

A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. Administrative Requirements

1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.
2. Pre-installation Testing: Conduct pre-installation testing as follows: Provide moisture tests, bond test, and pH test. Provide test reports after confirming compliance with the manufacturer's installation recommendations as part of the shop drawings. DO NOT install flooring unless the tests conform.

C. Test Installations/ Mock-ups: Install at the project site a job mock-up using acceptable products and manufacturer approved installation methods, including concrete substrate testing. Obtain Owner's and Consultant's acceptance of finish color, texture and pattern, and workmanship standards.

1. Mock-Up Size: Minimum of 400SF in a room to be selected.
2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
3. Incorporation: Mock-up may be incorporated into the final construction with Owner's approval.

D. Sequencing and Scheduling

1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

SECTION 09651 - RESILIENT TILE FLOORING

1.3 SUBMITTALS

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions.
- B. Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.
- C. Submit Safety Data Sheets (SDS) available for adhesives, moisture mitigation systems, primers, patching/leveling compounds, floor finishes (polishes) and cleaning agents and Material Information Sheets for flooring products.
- D. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- E. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including moisture mitigation systems, primers, leveling and patching compounds, and adhesives.
- B. Select an installer who is experienced and competent in the installation of Armstrong resilient vinyl composition tile flooring and the use of Armstrong Flooring subfloor preparation products.
 - 1. Engage installers certified as Armstrong Commercial Flooring Certified Installers
 - 2. Confirm installer's certification by requesting their credentials.
- C. Fire Performance Characteristics: Provide resilient vinyl composition tile flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - 1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
 - 2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less
 - 3. CAN/ULC-S102.2 – Flame Spread Rating and Smoke Developed – Results as tested.

1.5 PROJECT CONDITIONS

- A. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F and a maximum temperature of 85°F for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances.

SECTION 09651 - RESILIENT TILE FLOORING

1.6 WARRANTY

- A. Contractor's Warranty: Provide labor and material to replace the flooring that fails for two-years after the date of Substantial Completion.
- B. Manufacturer's Warranty: Provide labor and material to replace the flooring that fails for five-years after the date of Substantial Completion

2.1 PRODUCTS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following or approved equal.
- B. Vinyl Composition Floor Tile: Products complying with ASTM F 1066 (nonasbestos formulated) and with 12" x 12" x 1/8" thickness. Color and pattern selected from manufacturer's standard package. The pattern for all areas may be as many as three (3) different colors used in a pattern that does not require cut accent color tiles per the Owner's / Architect's direction.
 - 1. Provide Armstrong Standard Excelon Imperial or Approved Equal.
 - 2. Color to be selected by Owner from manufacturer's full range of color options.
- C. Slip-Retardant Tile Flooring
 - 1. Description: Vinyl tile composed of polyvinyl chloride resin, plasticizers, fillers, pigment, and grit. Tile shall have a nominal 0.020 in. (0.51 mm) thick pattern layer containing aluminum oxide grit.
 - 2. Tile shall meet size, thickness, indentation, impact, deflection, dimensional stability, resistance to chemicals, squareness, and resistance to heat requirements of ASTM F 1066 Standard Specification for Vinyl Composition Tile, Class 2, through pattern.
 - 3. Provide Armstrong Safety Zone Tile or Approved Equal, 12 x 12 x 1/8, color to be selected from manufacturer's full range of available choices.
- D. Vinyl Wall Base: Products complying with ASTM F-1861, Type II, Style B-Coved, 6" high by 1/8" thick. Color selected from manufacturer's standard package.
- E. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- F. Adhesives: High moisture installation and water-resistant type recommended by manufacturer to suit resilient products and substrate conditions.
- G. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edge of tiles, and in maximum available lengths to minimize running joints.

SECTION 09651 - RESILIENT TILE FLOORING

3.1 EXECUTION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
1. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by flooring manufacturer.
 2. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Preparation: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- C. Tile Installation: Comply with tile manufacturer's written installation instructions.
1. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
 - a. Lay tiles square with room axis, unless otherwise indicated.
 2. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered.
 - a. Lay tiles with grain running in alternate direction.
 3. In the corridors only, match the existing layout pattern or install in accordance with Owner's selection for pattern from whole tile standard colors. The pattern shall be made up of no more than three colors.
- D. Resilient Accessory Installation: Install resilient accessories according to manufacturer's written installation instructions.
1. Apply resilient wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
 - a. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
 - b. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - c. Do not stretch base during installation.
 - d. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
 - e. Form corners on job from straight pieces of maximum lengths possible, without whitening at bends.

SECTION 09651 - RESILIENT TILE FLOORING

2. Place resilient accessories so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer strips at edges of flooring that would otherwise be exposed.
 3. Apply resilient products to stairs as indicated.
- E. After installation and prior to any construction foot traffic, clean and protect resilient products according to manufacturer's written recommendations. Strip all VCT flooring and apply three coats of wax. All products to be utilized shall be in accordance with manufacturer's recommendations. A final cleaning of resilient products before Substantial Completion is required.

END OF SECTION 09651

SECTION 09900 – PAINTING

1.1 GENERAL

- A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.
1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. Block fill prime paint all CMU walls full height to the roof deck above ceiling and behind all built in casework, lockers, etc. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
1. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Submittals: For each paint system specified, provide the following:
1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
- E. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated. After color selection, the Architect will furnish color chips for surfaces to be coated.
- F. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
 3. Submit Samples on the following substrates for the Architect's review of color and texture only:
 - a. Concrete: Provide two 4-inch- (100-mm-) square samples for each color and finish.
 - b. Concrete Masonry: Provide two 4-by-8-inch (100-by-200-mm) samples of masonry for each finish and color.

SECTION 09900 – PAINTING

- c. Stained or Natural Wood: Provide two 4-by-8-inch (100-by-200-mm) samples of natural- or stained-wood finish on actual wood surfaces.
 - d. Ferrous Metal: Provide two 4-inch- (100-mm-) square samples of flat metal and two 8-inch- (200-mm-) long samples of solid metal for each color and finish.
- G. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- H. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA P5. Duplicate finish of approved prepared samples.
 - 1. The Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted. After permanent lighting and other environmental services have been activated, apply coatings in this room or to each surface as specified.
 - a. After finishes are accepted, the Architect will use the room or surface to evaluate coating systems of a similar nature.
- I. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- J. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers in clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.
- K. Project Conditions: Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- L. Additional Material: Provide one gallon for each 200 gallons paint used in each color and type (minimum one gallon) to Owner.

1.2 PRODUCTS

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers.

SECTION 09900 – PAINTING

- C. Colors: Match colors indicated by reference to manufacturer's color designations.

1.3 EXECUTION

- A. Examine substrates, areas, and conditions under which painting will be performed for compliance with paint application requirements. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates.
- C. Preparation: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- E. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
 - 1. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - a. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
 - 2. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - c. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.

SECTION 09900 – PAINTING

3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
 - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
 4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- F. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 2. Use only thinners approved by paint manufacturer and only within recommended limits.
- G. Application: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors and finishes shall be selected during construction. Contractor shall allow for use of up to (4) four different wall colors and (2) two different trim colors throughout the building interior, including use of accent walls and use of different colors within the same room/space. Contractor shall allow for use of (2) two different exterior paint colors. Additionally, the contractor may have to color match and paint items to match immediately adjacent pre-finished items and existing items as necessary throughout construction.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in items are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 6. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 7. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 8. Sand lightly between each succeeding enamel or varnish coat.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

SECTION 09900 – PAINTING

1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- K. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- L. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- M. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.
- N. Field Quality Control: The Owner reserves the right to engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
1. The testing agency will perform appropriate tests as required by the Owner.
 2. If tests show material being used does not comply with specified requirements, the Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the 2 coatings are incompatible.
- O. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

SECTION 09900 – PAINTING

- P. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- Q. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.
- R. Paint Schedules: Provide the following paint systems for the various substrates indicated by Sherwin Williams (SW), PPG Paints or approved equal products:
- S. **Exterior Paint Systems:**
1. Ferrous Metal:
- a. Full gloss enamel finish - rust inhibitive primer with acrylic finish
- | | | |
|-----------|------|---|
| Primer: | SW: | Pro Industrial Pro-Cryl Universal Primer |
| | PPG: | Pitt-Tech Plus DTM Acrylic Primer 4020 |
| 1st Coat: | SW: | Pro Industrial DTM Acrylic Finish, semi-gloss |
| | PPG: | Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series. |
| 2nd Coat: | SW: | Pro Industrial DTM Acrylic Finish, semi-gloss |
| | PPG: | Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series. |
2. Non-Ferrous Metal:
- a. Full gloss enamel finish - galvanized metal primer with acrylic finish (Lintels, Railings, Bollards, etc.)
- | | | |
|-----------|------|---|
| Primer: | SW: | Pro Industrial Pro-Cryl Universal Primer |
| | PPG: | Pitt-Tech Plus DTM Acrylic Primer 4020 |
| 1st Coat: | SW: | Pro Industrial DTM Acrylic Finish, semi-gloss |
| | PPG: | Paints Pitt Tech Plus DTM Acrylic Semi-Gloss 4216 |
| 2nd Coat: | SW: | Pro Industrial DTM Acrylic Finish, semi-gloss |
| | PPG: | Paints Pitt Tech Plus DTM Acrylic Semi-Gloss 4216 |
- T. **Interior Paint Systems:**
1. Concrete, Masonry (not including CMU):
- a. Acrylic epoxy
- | | | |
|-----------|------|--|
| Primer: | SW: | Loxon Concrete & Masonry Primer |
| | PPG: | Paints Speedhide zero Interior Latex Primer 6-4900XI |
| 2nd Coat: | SW: | Pro Industrial Pre-Catalyzed Epoxy |
| | PPG: | Paints Pitt Glaze W B1 Pre-Catalyzed Epoxy 16-xxx |
| 3rd Coat: | SW: | Pro Industrial Pre-Catalyzed Epoxy |
| | PPG: | Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-xxx |

SECTION 09900 – PAINTING

2. Concrete Masonry Units (CMU): Typical Walls (Block fill prime paint all CMU walls full height and behind all built in casework, lockers, etc.)
 - a. Acrylic epoxy – eggshell finish
 - Filler: SW: Loxon Acrylic Block Surfacer
 - PPG: Paints Speedhide Latex Block Filler 6-15XI
 - 2nd coat: SW: ProIndustrial Pre-Catalyzed Epoxy, eggshell
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-310
 - 3rd Coat: SW: ProIndustrial Pre-Catalyzed Epoxy, eggshell
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-310
 - b. Acrylic epoxy – semi-gloss finish (Kitchen areas)
 - Filler: SW: Loxon Acrylic Block Surfacer
 - PPG: Paints Speedhide Latex Block Filler 6-15XI
 - 2nd coat: SW: Pro Industrial Pre-Catalyzed Epoxy, semi-gloss
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-510
 - 3rd Coat: SW: Pro Industrial Pre-Catalyzed Epoxy, semi-gloss
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-510
3. Drywall and Plaster:
 - a. Acrylic latex
 - Primer: SW: ProMar 200 Zero VOC Interior Latex Primer
 - PPG: Paints Speedhide zero Interior Latex Primer 6-4900XI
 - 2nd Coat: SW: Pro Industrial Pre-Catalyzed Waterbased Epoxy
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-xxx
 - 3rd Coat: SW: Pro Industrial Pre-Catalyzed Waterbased Epoxy
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-xxx
4. Wood:
 - a. Acrylic epoxy
 - Primer: SW: Multi-Purpose Interior/Exterior Latex Primer Sealer
 - PPG: Paints Seal Grip Interior Primer/Finish 17-951
 - 2nd Coat: SW: ProIndustrial Pre-Catalyzed Epoxy
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-xxx
 - 3rd Coat: SW: ProIndustrial Pre-Catalyzed Epoxy
 - PPG: Paints Pitt Glaze WB1 Pre-Catalyzed Epoxy 16-xxx
 - b. Transparent Stain with urethane finish
 - 1st coat: SW: Minwax Wood Finish 250 Stain
 - PPG: Deft Interior Low VOC Oil Stain DFT400
 - 2nd Coat: SW: Minwax Polycrylic
 - PPG: Deft Waterbased Polyurethane DFT 15x
 - 3rd Coat: SW: Minwax Polycrylic
 - PPG: Deft Waterbased Polyurethane DFT 15x

SECTION 09900 – PAINTING

5. Ferrous Metal:
 - a. Gloss Finish - rust inhibitive primer with acrylic finish
 - Primer: SW: Pro Industrial Pro-Cryl Universal Primer
PPG: Pitt Tech Plus DTM Acrylic Primer 4020
 - 1st Coat: SW: Pro Industrial DTM Acrylic Finish, semi-gloss
PPG: Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series.
 - 2nd Coat: SW: Pro Industrial DTM Acrylic Finish, semi-gloss
PPG: Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series.

6. Non-Ferrous Metal (New Galvanized and Aluminum):
 - Primer: SW: ProIndustrial Pro-Cryl Primer
PPG: Pitt Tech Plus DTM Acrylic Primer 4020
 - 1st Coat: SW: Pro Industrial DTM Acrylic Finish, semi-gloss
PPG: Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series.
 - 2nd Coat: SW: Pro Industrial DTM Acrylic Finish, semi-gloss
PPG: Pitt-Tech Plus EP Interior/Exterior Acrylic Semi-Gloss DTM Industrial Enamel, 90-1610 Series.

7. Concrete Floors – light traffic (janitor closets and utility spaces)
 - Primer: SW: ArmorSeal Tread-Plex Water Based Acrylic Primer
PPG: Breakthrough Satin Acrylic V51 Series
 - 2nd coat: SW: ArmorSeal Tread Plex Water Based Acrylic Finish
PPG: Breakthrough Satin Acrylic V51 Series

8. Concrete Floors – High Traffic Epoxy
 - Primer: SW: ArmorSeal 8100 Urethane Epoxy @ 3.0-5.0 mils dft
PPG: Aquapon WB EP Waterborne Epoxy Series 98E @ 2.0 mils dft
 - 2nd coat: SW: ArmorSeal 8100 Urethane Epoxy @ 3.0-5.0 mils dft
PPG: Aquapon WB EP Waterborne Epoxy Series 98E @ 2.0 mils dft

9. Concrete Floors – Heavy Duty Vehicular Traffic Epoxy (Garages/Apparatus Bays)
 - Primer: SW: ArmorSeal 33 Epoxy Primer @ 8.0 mils dft
PPG: PPG Flooring 912 LV (ICO Primer LV) @ 8 mils dft
 - 2nd coat: SW: ArmorSeal 1000 HS 2-Part Polyamide Epoxy @ 3.0-5.0 mils dft
PPG: PPG Flooring 610 (ICO Guard Coating) – 100% solids epoxy floor coating. Install at one coat – 12-15 mils dft
 - 3rd coat: SW: ArmorSeal 1000 HS 2-Part Polyamide Epoxy @ 3.0-5.0 mils dft
PPG: 3rd coat Not Required
 - Additive: Include manufacturer recommended anti-slip additive. Provide samples for selection by Owner, (3) minimum, fine, medium-fine and medium.

SECTION 09900 – PAINTING

10. Exposed Ceiling Deck – Dryfall coating

Primer – Ferrous Metal:

SW: Pro Industrial Pro-Cryl Universal Primer

PPG: Pitt-Tech Plus DTM Acrylic Primer 4020

Primer – Non-Ferrous Metal:

SW: Pro Industrial Pro-Cryl Universal Primer

PPG: Pitt-Tech Plus DTM Acrylic Primer 4020

Finish 1-2 coats:

SW: Pro Industrial Waterborne Acrylic Dryfall

PPG: Speedhide Super Tech Flat Dryfall 6-725XI

END OF SECTION 09900

SECTION 10426 – INTERIOR ROOM SIGNS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Interior Room signage

1.2 SHOP DRAWINGS

- A. Submittals
 - 1. Shop Drawings: Provide a shop drawing for the Interior Room Signs. Provide plans, elevations, and sections showing typical members, anchors, layout, reinforcement, accessories, and installation details. Provide the following:
 - a) A signage spread sheet with each door location, room name, room number and detailed layout.
 - b) Setting drawings, templates, and directions for installing anchors.
 - c) Full-size spacing templates for dimensional letters.
 - 2. Samples: Provide a separate physical sample of the color selection material, pattern, and surface texture for each of the signage types listed above in 1.1.A. **All samples go to the Construction Manager or the Owner.**
 - 3. Provide an additional ten (10) Interior Room Signs. The text and format will be provided by the Construction Manager or Owner.

1.3 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 PRODUCTS

- A. Basis of Design: VISTA Sign Systems or approved equal
 - 1. Standard Room Sign: Curved Vista Wall Sign 7.87" x 4.1575" x 0.84" with 1mm Glossy/Non-Glare lens with standard ADA tactile and Braille and digitally printed 10 mil double-sided matte rigid PVC film insert
 - a) V200 (200mm/7.87") aluminum sign holder extrusion, Clear Anodized, 4.1575 inch.
 - b) CC200 - Clear cover (Glossy/Non-Glare) for V200 extrusion (1mm thick), Glossy/Non-glare, 4 inch.
 - c) 2 PEC200 - Plastic (ABS) end caps for V200 extrusion, Black.
 - d) CCADA200 - ADA Lens for V200 extrusion (7.8" / 198mm)

SECTION 10426 – INTERIOR ROOM SIGNS

2. Standard Room Sign (Bathrooms, Elevators, Area of Refuge and Room Occupancy) 7.87" x 8" x 0.84" with 1mm Glossy/Non-Glare lens with standard ADA tactile and Braille and digitally printed 10 mil double-sided matte rigid PVC film insert
 - a) V200 (200mm/7.87") aluminum sign holder extrusion, Clear Anodized, 8 inch.
 - b) CC200 - Clear cover (Glossy/Non-Glare) for V200 extrusion (1mm thick), Glossy/Non-glare, 8 inch.
 - c) 2 PEC200 - Plastic (ABS) end caps for V200 extrusion, Black.
 - d) CCADA200 - ADA Lens for V200 extrusion (7.8" / 198mm)
- B. Fasteners: Concealed noncorrosive metal.
- C. Anchors and Inserts: Nonferrous metal or hot-dipped galvanized. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts for concrete or masonry work.
- D. Graphic Content and Style: Provide sign copy that complies with size, style, spacing, content, position, material, finishes, and colors of letters, numbers, and other graphic devices. Also include braille lettering to meet the handicapped ADA requirements and 2018 IBC New Jersey Edition Code.

PART 3 EXECUTION

- A. General: Install using mounting methods indicated and according to manufacturer's written instructions.
 1. Install level, plumb, true to line, and at locations and heights indicated, with surfaces free of distortion and other defects in appearance.
 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Signage Used for Room Identification: Install in locations on walls as indicated and according to ADA accessibility standards.
- C. Mounting Methods:
 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.

SECTION 10426 – INTERIOR ROOM SIGNS

- b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.
 - 2. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.
 - 3. Brackets: Remove loose debris from substrate surface and install bracket supports in position so that sign is correctly located and aligned.
 - 4. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
 - 5. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.
 - 6. Shim-Plate Mounting: Provide 1/8-inch- (3-mm-) thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other direct mounting methods are impractical. Attach plate with fasteners and anchors suitable for secure attachment to substrate.
- D. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
 - E. Remove temporary protective coverings and strippable films as signs are installed.
 - F. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner

END OF SECTION 10426



SECTION 10522 - FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES

1.1 GENERAL

- A. Submittals: Submit the following:
 - 1. Product Data: Include rough-in dimensions, details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type and materials, trim style, door construction, panel style, and materials.
 - 2. Samples for Initial Selection: Manufacturer's color charts showing full range of colors, textures, and patterns available for each finish indicated or exposed to view.
- B. Coordination: Verify that cabinets are sized to accommodate type and capacity of extinguishers indicated.
- C. UL-Listed Products: Fire extinguishers shall be UL listed with UL listing mark for type, rating, and classification of extinguisher.
- D. FM-Listed Products: Fire extinguishers approved by Factory Mutual Research Corporation for type, rating, and classification of extinguisher with FM marking.

1.2 PRODUCTS

- A. Fire Extinguishers: Provide fire extinguishers for each cabinet and for other locations indicated.
 - 1. Multipurpose Dry Chemical Type: Type MP-10, UL-rated 4-A:60-B:C, 10 lb nominal capacity, in enameled steel container.
 - 2. Class "K" high hazard area (kitchen and food classroom) dry chemical 4-A, 60:B:C, 10 lb. capacity in enameled steel container.
 - 3. Multipurpose Dry Chemical Type: UL-rated 2-A:10:B:C, 5 pound nominal capacity in steel container to hang on bracket in classroom or office.
- B. Cabinet Construction: Box with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated. Weld joints and grind smooth. Miter and weld perimeter door frames.
 - 1. Fire-Rated Cabinets: UL listed with UL listing mark with fire-resistance rating of wall where it is installed.
 - 2. Cabinet Type: Suitable for containing the following:
 - a. Fire extinguisher.
 - 3. Cabinet Mounting: Suitable for the mounting indicated:
 - a. Semirecessed: Partially recessed in walls of shallow depth.
 - 4. Trim Style: One piece with corners mitered, welded, and ground smooth.
 - a. Exposed Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge.
 - 1) Rolled-edge with 2-1/2-inch backbend depth.
 - 2) Metal: Same metal and finish as door.

SECTION 10522 - FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES

- C. Door Material and Construction: Manufacturer's standard of material indicated, coordinated with cabinet types and trim styles selected.
 - 1. Enameled Steel: Hollow construction with tubular stiles and rails.
 - 2. Door Glazing: Fully tempered float glass complying with ASTM C 1048, Condition A, Type I, Quality q3, Kind FT, and Class as follows:
 - a. Class 1 (clear).
 - 3. Identify fire extinguisher in cabinet with FIRE EXTINGUISHER lettering applied to door. Provide lettering to comply with authorities having jurisdiction for letter style, color, size, spacing, and location.
 - a. Application Process: Silk screen.
- D. Door Style: Manufacturer's standard design.
 - 1. Full-Glass Panel: Fully tempered, Float glass, 1/8 inch thick.
- E. Door Hardware: Provide door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide lever handle with cam-action latch, or exposed or concealed door pull and friction latch. Provide concealed or continuous-type hinge permitting door to open 180 degrees.
- F. Cabinet Finishes: Comply with NAAMM "Metal Finishes Manual." Protect exposed finishes from damage by application of temporary strippable covering prior to shipment.
- G. Steel Cabinet Finishes: Solvent-clean surfaces to remove dirt, oil, grease, and other contaminants that could impair paint bond. Remove mill scale and rust from uncoated steel.
 - 1. Baked-Enamel Finish: Immediately after cleaning and pretreatment, apply a two-coat baked-enamel finish consisting of prime coat and thermosetting topcoat. Comply with paint manufacturer's instructions for application and baking to achieve a minimum dry film thickness of 2.0 mils.
 - a. Color and Gloss: In addition to manufacturer's standard "white", provide a minimum of 8 other painted finish options for review and selection by Owner. Paint the following:
 - 1) Exterior of cabinet except for surfaces indicated to receive another finish.
 - 2) Interior of cabinet.

1.3 EXECUTION

- A. Installation: Follow manufacturer's printed instructions.
- B. Install at heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities and meet State and handicapped codes and ADA requirements.
 - 1. Prepare wall recesses for cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.
 - 2. Fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb.

END OF SECTION 10522

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

HERITAGE OAK

PART 1 GENERAL

1.01 WORK DESCRIPTION

This section of the specification pertains to wood laboratory casework and related equipment in Science Labs and Prep Rooms including the relocation and set up of existing labs and prep room furniture and equipment.

1.02 WORK INCLUDED

1. Laboratory casework and equipment, covered by this specification and accompanying drawings, are manufactured or supplied by one manufacturer to avoid divided responsibility.
 - a. See drawings for items specified in this project.
2. Laboratory equipment contractor will:
 - a. Furnish equipment as listed in specifications, equipment schedule and drawings. This includes delivery to the building, setting in place, leveling and scribing to walls and floors.
 - b. Furnish built-in sinks, supply parts of outlets, gas fittings, nipples, locknuts and receptacles if it is not built-in furniture or equipment.
 - c. Remove debris, dirt and rubbish accumulated as a result of this installation; leaving premises clean and orderly.
 - d. Furnish and cover installed casework with 4 mil. polyethylene film to protect from soiling until other trades have completed their work.
3. Plumbing and Electrical Connections to the Furniture or Equipment:
 - a. The General Contractor shall furnish and install laboratory equipment. However, "roughing in" and "final connections" of all services will be installed by the Plumbing Contractor and/or the Electrical Contractor, as applicable, from an approved "roughing in" and "furniture" shop drawing submitted by the General Contractor.
 - b. The General Contractor shall furnish plumbing and electrical fixtures as specified, including nipples and lock nuts needed to secure each fixture to the equipment. Fixtures are furnished unassembled and loose in cartons for installation by other trades. If required, modify the casework for electrical or plumbing connections. The work should be done by the General or Furniture Contractor.
 - c. The Plumbing and Electrical Contractors shall include the supplying, installing and connection of all service lines - waste, vent, water, air, gas, drain lines, piping, electrical receptacles, outlets and wiring, within equipment, through, under or along the backs of working surfaces to **"sink outlets"**. The Plumbing and Electrical Contractors shall also include the installing and connecting of all service fixtures and sinks with the exception of epoxy resin sinks which are to be installed by the casework supplier.
 - d. It shall be the responsibility of the Plumbing Contractor and the Electrical Contractor to check the approved "roughing in" shop drawings before installing their respective piping and services, and to report any and all discrepancies and/or deviations from the contract drawings to the Architect in writing prior to the installation of any such equipment.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

1.03 SUBMITTALS

Samples and certifications are to be submitted in order that the casework contractor demonstrate his ability to provide casework and furnishings, according to the Architect's specifications. Samples and certification literature will be received by the Architect no later than ten days prior to bid opening date. All questions will be answered in detail to remove confusion or doubt over what is being provided. Failure to meet submittal requirements is sufficient reason to reject the bid.

1. Samples:

Supplier is permitted only one submittal of samples. Approved sample units may be held until completion of work. Samples will be removed when Architect requests. Submit, as required by the architect.

- a. Base cabinet with drawer and cupboard with full depth, adjustable shelf, hinged door and applicable hardware.
- b. Wall case with full-depth, adjustable shelf, hinged door and applicable hardware.
- c. Tall case with full-depth, adjustable shelves, fixed center shelf, hinged door and applicable hardware, including a 3-point latching system.
- d. One set of samples for countertop(s) specified.
- e. One set of casework finish samples.

2. Test Reports - Certifications:

Submit: In the Shop Drawing Package:

- a. **All Laboratory Casework manufacturers must be a current and active member of SEFA. Submit test report from SEFA approved independent test facility showing compliance with SEFA-8 standards. Failure to provide information is cause for rejection.**
- b. Test reports certifying that the casework finish complies with chemical and other resistance requirements of the specifications.
- c. Performance test reports from an independent testing lab on each specified top material.

1.04 QUALITY ASSURANCE

1. The intent of this specification is to establish minimum standards for materials, hardware, finish, construction, design, function, and workmanship of wood laboratory casework, furniture and equipment; and, to exclude inadequate or inferior products.
2. Qualified wood laboratory casework and equipment manufacturer's bids must comply with these specifications. A bid proposing a change, modification, or substitution must clearly state variances to the minimum standard. Alterations are subject to the Architect's approval; the decision to accept, or reject, is final and not subject to further debate.
3. No later than ten days prior to bid opening, bidders must provide the following information as proof of their ability to perform. Failure to meet these requirements is sufficient reason to reject the bid.

Provide:

- a. Proof of five years of experience in the manufacturing of wood casework and furnishings, as specified.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

- b. Proof of five completed installations, equal in size and educational requirements, which are available for inspection prior to the awarding of the contract.
 - c. Evidence of sufficient financial and technical resources to avoid delays in completion of the work, and to ensure prompt and satisfactory production, delivery and installation of wood laboratory casework and equipment.
 - d. Test Reports certifying that the casework is SEFA 8 Certified
 - e. "American Made" Casework to be wholly manufactured and assembled in the USA.
4. Owner reserves the right of refusal and can award the contract to other than the lowest bidder; if, in his opinion, it will ensure a higher level of performance, function, quality, or value.
 5. General Contractor will not award subcontract to a wood laboratory casework supplier who is not on the approved list, unless the Architect has approved that supplier's samples, certificates, individual product drawings, and proof of ability to perform.

1.05 PROJECT CONDITIONS

1. For delivery and installation of laboratory casework and equipment, building conditions shall be as follows:
 - a. Building is secure and weather tight, with windows and doors installed, heat and air conditioning systems functional. Walls and openings are plumb, straight and square.
 - b. Concrete floors must be level within acceptable trade tolerances. Specifically, the floor must be within 1/8" of level per 10-foot run, non-accumulative, when tested with a straight edge in any one direction. Flooring required to be placed under casework and equipment must be installed.
 - c. Wood or metal blocking (wall grounds) must be supplied and installed by the General Contractor within partitions prior to delivery of casework and furnishings to allow for immediate installation on delivery.
 - d. Heat and air conditioning systems providing consistent temperature and humidity conditions as required by Architectural Woodworking Institute (AWI). Relative humidity must be maintained at not less than 25%, nor more than 55%. Temperatures must not range lower than 65° F, nor exceed 80° F in areas of material installation.
 - e. All overhead mechanical, electrical or plumbing rough-in work is completed. Any "wet" operations performed by other trades must be complete prior to delivery.
 - f. Ceiling grids (with or without ceiling tiles), overhead soffits, ductwork and lighting are installed.
 - g. Painting is completed.

1.06 DRAWINGS

1. The successful bidder will prepare and submit six (6) copies of shop drawings, including floor plans, rough-ins, elevations, and other details necessary to fully illustrate and describe the casework and equipment being furnished. Shop drawings will be coordinated with other trades.

1.07 WARRANTY

1. The manufacturer shall warrant that the casework is free from defects in materials and workmanship, under normal use and service, for two (2) years from date of Substantial Completion.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

PART 2: PRODUCTS

2.01 MANUFACTURER

1. Campbell Rhea Heritage Oak (ICI, Inc.)
2. Sheldon Lab Systems (Modified to meet Campbell Rhea Standards)
3. Or approved equal.

2.02 MATERIALS

1. Lumber
 - a. Oak lumber is red oak, grade FAS or better, air dried and kiln dried to a 6 percent moisture content, then tempered to 7-8 percent prior to fabrication. Red oak lumber exposed to view, is free of stains, splits, shakes, season checks and other similar defects.
 - b. Other hardwoods are grade FAS or better, air dried to a 6 percent moisture content, then tempered to 7-8 percent prior to fabrication. Other hardwoods are used in semi-exposed, or unexposed, areas and comply with NHLA grading for FAS or better lumber.
2. Plywood
 - a. Oak plywood is red oak, grade A-2, plain sliced, slip-matched, cross banded, and has a solid core. The $\frac{3}{4}$ inch red oak plywood is a minimum of 7-ply, $\frac{1}{2}$ inch is a minimum of 5-ply, $\frac{1}{4}$ inch is minimum of 3-ply, and $\frac{3}{32}$ inch is 3-ply. All plywood shall be CARB Phase 1 compliant.
 - b. Other hardwood plywoods are sound grade, have a solid core and are suitable for semi-exposed or unexposed areas. The $\frac{3}{4}$ inch hardwood plywoods are a minimum of 7-ply, $\frac{1}{2}$ inch are a minimum of 5-ply, $\frac{1}{4}$ inch are a minimum of 3-ply, and $\frac{3}{32}$ inch are 3-ply. All plywood shall be CARB Phase 1 compliant.
3. Hardboard
 - a. Hardboard is service tempered and consists of steam-exploded wood fibers, highly compressed into a hard, dense, $\frac{1}{4}$ inch thick, homogeneous sheet, using natural resins and other added binders. Physical properties: Average modulus of rupture is 5,300 lbs./sq. inch; density is 50 to 60 lbs./cu. foot; and tensile strength of 3,500 lbs./sq. inch. All hardboard shall be CARB Phase 1 compliant.
4. Particleboard
 - a. Particleboard is industrial grade, with the following physical properties: Density, 46 to 50 lbs./cu. ft.; modulus of rupture, minimum, 2,200 psi; modulus of elasticity, minimum, 450,000 psi.
5. Glass
 - a. DSB glass is double strength, grade "B", and $\frac{1}{8}$ inch thick.
 - b. Float glass is poured, clear glass, $\frac{1}{4}$ inch thick, with a minimum of 88 percent clarity.
 - c. Laminated safety glass consists of two outer plies of glass with a vinyl interlayer and is either $\frac{7}{32}$ inch or $\frac{1}{4}$ inch thick.
 - d. Tempered safety glass is specially heat-treated glass, $\frac{1}{4}$ inch thick with a minimum of 88 percent clarity.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

2.03 CONSTRUCTION

1. Drawers:
 - a. Components:
 1. Drawer front: 13/16 inch oak lumber. Particle board or Plywood cores are not acceptable.
 2. Drawer sides and back: ½ inch, 9-ply laminated hardwood plywood.
 3. Drawer bottom: ¼ inch service tempered hardboard.
 - b. Construction: All four corners of the drawer are dovetailed and glued. Edges of the drawer front are radiused to form a lip and overlap the opening ¼ inch on all sides. Drawer fronts are one piece of lumber, whenever possible, providing consistency in color and grain within each drawer front. The back perimeter of the drawer front is routed so the drawer front is recessed into the opening and projects 13/32 of an inch. The top edge of drawer sides and back are radiused. Drawer bottom is let in on four sides, and securely glued underneath with a continuous bead of glue around the perimeter of the drawer bottom. In cabinets 24 inches or less in width, drawers have one, AL-1 aluminum pull, surface mounted with two screws, four inches on centers. In cabinets over 24 inches wide, drawers have two, AL-1 aluminum pulls. Drawers are supported on DS-1 slides which are side mounted, heavy duty, electrostatically epoxy powder coated, cold rolled steel, and have a 100 lb. load capacity. Slides are equipped with heavy-duty, ball bearing nylon rollers for smooth effortless operation. DS-1 slides have automatic, positive stop levers to prevent drawer's accidental removal, but allow for quick removal without tools. File drawers are supported on side mounted FD-1, full extension steel slides. File drawers have an interior, screw mounted, metal bottom track and an adjustable metal file follower. Lock SL-1 is furnished when indicated.
2. Doors, Hinged:
 - a. Hinged solid doors, 48 inches or less in height:
 1. Components:
 - aa. Core ply: Solid oak 2 ¼ red oak lumber rails on four edges framing a hardwood oak plywood core. See detail xxx on drawing xxx (3mm applied wood edge on **particleboard cores are not acceptable**).
 - bb. Hardwood plywood crossbands: Two laminated on the sides of the solid core.
 - cc. Red oak veneer: Face and back; one applied to each side.
 2. Construction: Hinged solid doors, 48 inches or less in height, are 13/16 inch thick, machine radiused on the edges to form a lip and overlap opening ¼ inch on all sides. The back perimeter of the door is routed so the door is recessed into the opening and projects 13/32 inch. The left door of double doors has a center machined integral astragal. Doors have one, AL-1 aluminum pull, surface mounted with two screws, four inches on centers. Door has two SS-1 stainless steel, heavy duty, institutional type, 5-knuckle hospital tipped hinges; each attached with three tempered steel screws into solid oak framing of the door, and three Euro screws into the end panel. Doors are secured by a zinc plated steel, friction roller catch, with a positive action, spring cushioned, polyethylene roller, and a metal strike plate. Catch and strike plate are mounted with screws. Lock SL-1 is furnished when indicated.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

- b. Hinged solid doors over 48 inches in height:
 - 1. Components:
 - aa. Core ply: Solid oak 2 ¼ red oak lumber rails on four edges framing a hardwood oak plywood core See detail xxx on drawing xxx (3mm applied wood edge on (**particleboard cores are not acceptable**)).
 - bb. Hardwood plywood crossbands: Two laminated on the sides of the solid core.
 - cc. Red oak veneer: Face and back; one applied to each side.
 - 2. Construction: Hinged solid doors over 48 inches in height, are one inch thick, machine radiused on the edges to form a lip and overlap opening ¼ inch on all sides. The back perimeter of the door is routed so the door is recessed into the opening and projects 13/32 of an inch. Single doors and right door of double doors have a LH-1 latching handle, which is 4-1/4 inches long, streamline design, with a dull chrome plated finish. Handle operates with ¼ turn. Left door of double doors has a fixed handle, which is the same size and finish as a LH-1 latching handle. A three point latching system provides single doors and right door of double doors positive engagement at the top and bottom of the door with tapered aluminum rods which engage plastic strike plates and pull the door snug. The rods are 5/16 inch in diameter and move in nylon guides attached to the back of the door. The middle of the door is secured by a latch plate which engages the side of the case, or latches behind the left door on cases with double doors. Right door of double doors lap over the machined integral astragal on left door, securely holding door shut. Doors have three, SS-1 stainless steel, heavy duty, institutional type, 5-knuckle hospital tipped hinges; each attached with three tempered steel screws into solid oak framing of the door, and three Euro screws into the end panel. On double doors, left door is additionally secured with two positive action, zinc plated, friction roller catches, which have a spring cushioned, polyethylene roller, and a metal strike plate. Catch and strike plate are mounted with screws. Locking handle LK-1 is furnished when indicated.
- 3. Base Cabinets
 - a. Components:
 - 1. Frame and rails:
 - aa. Horizontal front top frame member: 2-1/2 inch by 1 inch, solid oak.
 - bb. Horizontal rear top frame members: 2-1/2 inch by 1 inch, solid hardwood.
 - cc. Horizontal side top frame members: 1-3/4 inch by ¾ inch, solid hardwood
 - dd. Front intermediate rails: 2-1/2 inch by ¾ inch, solid oak.
 - ee. Back intermediate rails as required: 2-1/2 inch by ¾ inch solid hardwood.
 - 2. Backs:
 - aa. Exposed exterior backs: ¾ inch oak plywood.
 - bb. Cabinets with exposed interiors but unexposed exteriors: backs are ¼ inch oak plywood.
 - cc. Cabinets with unexposed interiors and exteriors: backs are ¼ inch service tempered hardboard.
 - 3. End panels:
 - aa. Cabinets with exposed interiors: end panels are ¾ inch oak plywood.
 - bb. Cabinets with exposed exteriors: end panels are ¾ inch oak plywood.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

- cc. Cabinets with unexposed interiors and one exposed end panel and one unexposed end panel: exposed end panel is $\frac{3}{4}$ inch oak plywood, and unexposed end panel is $\frac{3}{4}$ inch hardwood plywood.
 - dd. Cabinets with unexposed interiors and unexposed exteriors: end panels are $\frac{3}{4}$ inch hardwood plywood.
4. Bottom, shelves, and dividers:
- aa. Cabinets with exposed interiors: all are $\frac{3}{4}$ inch oak plywood.
 - bb. Cabinets with unexposed interiors: all are $\frac{3}{4}$ inch hardwood plywood.
5. Exposed edges of end panels, bottom, shelves, & dividers are edge-banded with $\frac{1}{8}$ inch solid oak.
6. Drawer separators, furnished only when specified, are $\frac{1}{4}$ inch service tempered hardboard.
- b. Construction: All base cabinets are rigidly constructed, integral units with the strongest most advanced joinery methods utilized of bored, doweled, dadoed, glued and screwed construction. Each base cabinet is completely enclosed without the use of common partitions, and has flush construction with overlapping doors and drawers, which provides a dust resistant interior. A base cabinet has a full horizontal top frame with bored, doweled and glued joints, intermediate front rails and a $\frac{3}{4}$ inch plywood bottom; rear horizontal parting rails and separators are provided as required. Horizontal top frame, intermediate parting rails and the bottom are bored, doweled and glued. Separators where indicated, are let into routed intermediate rails. Backs are recessed and encapsulated into dadoed end panels and further secured with glue blocks on each side, except where they need to be removable for access to plumbing. Backs are screwed to the top frame and further secured with glue blocks on each side. An enclosed toe space, 2-1/4 inches by 4 inches, is provided, with the toe rail bored, doweled and glued to end panels. Cabinets with sliding doors have $\frac{1}{4}$ inch solid oak molding on the front interior, vertical edge of end panels, providing a dust strip for sliding doors. Adjustable shelves are supported on heavy-duty, plastic coated, brass plated steel shelf clips, which fit into holes drilled 32 mm on centers, in the cabinet end panels.
4. Wall and Upper Cases:
- a. components:
 - 1. Top panel, bottom panel:
 - aa. Cases with exposed interiors: all are 1-inch oak plywood.
 - bb. Cases with unexposed interiors: all are 1-inch hardwood plywood.
 - 2. Adjustable shelves:
 - aa. Cases with exposed interiors: all are $\frac{3}{4}$ inch oak plywood.
 - bb. Cases with unexposed interiors: all are $\frac{3}{4}$ inch hardwood plywood.
 - 3. Backs:
 - aa. Cases with exposed interiors: back is $\frac{1}{4}$ inch oak plywood.
 - bb. Cases with unexposed interiors: back is $\frac{1}{4}$ inch service tempered hardboard.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

4. End panels:
 - aa. Cases with exposed interiors: end panels are $\frac{3}{4}$ inch oak plywood.
 - bb. Cases with exposed exteriors: end panels are $\frac{3}{4}$ inch oak plywood.
 - cc. Cases with unexposed interiors and one exposed end panel and one unexposed end panel: exposed end panel is $\frac{3}{4}$ inch oak plywood; the unexposed end panel is $\frac{3}{4}$ inch hardwood plywood.
 - dd. Cases with unexposed interiors and unexposed exteriors: end panels are $\frac{3}{4}$ inch hardwood plywood.
 5. Exposed edges of end panels and shelves are edge-banded with $\frac{1}{8}$ inch solid oak.
 6. Exterior hanger rails: 3 inch by $\frac{3}{4}$ inch hardwood plywood.
- b. Construction: All wall and upper cases are rigidly constructed, integral units with the strongest most advanced joinery methods utilized of bored, doweled, dadoed, glued and screwed construction. Each case is completely enclosed without the use of common partitions, and has flush construction with overlapping doors, which provides a dust resistant interior. Top panel is bored, doweled and glued into end panels. Bottom panel is bored, doweled and glued into end panels; and glued and screwed to the back. Backs are recessed and encapsulated into dadoed end panels, and further secured with glue blocks on each side. Exterior hanger rails, at the top of the back, are glued to the back and then screwed to the top panel and end panels. Exterior hanger rails, at the bottom of the back, are glued to the back and then screwed to the bottom panel and end panels. Cases with sliding doors have $\frac{1}{4}$ inch solid oak molding on the front interior, vertical edge of end panels, providing a dust strip for sliding doors. Adjustable shelves are supported on heavy-duty, plastic coated, brass plated steel shelf clips, which fit into holes drilled 32 mm on centers, in the case end panels.
5. Tall Cases:
 - a. Components:
 1. Top panel:
 - aa. Cases with exposed interiors: all are 1-inch oak plywood.
 - bb. Cases with unexposed interiors: all are 1-inch hardwood plywood.
 2. Bottom panel:
 - aa. Cases with exposed interiors: all are $\frac{3}{4}$ inch oak plywood.
 - bb. Cases with unexposed interiors: all are $\frac{3}{4}$ inch hardwood plywood.
 3. Adjustable shelves:
 - aa. Cases with exposed interiors: all are $\frac{3}{4}$ inch oak plywood
 - bb. Cases with unexposed interiors: all are $\frac{3}{4}$ inch hardwood plywood.
 4. Backs:
 - aa. Cases with exposed interiors and exposed exteriors: back is $\frac{1}{4}$ inch oak plywood.
 - bb. Cases with unexposed interiors and unexposed exteriors: back is $\frac{1}{4}$ inch service tempered hardboard.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

5. End panels:
 - aa. Cases with exposed interiors: end panels are $\frac{3}{4}$ inch oak plywood.
 - bb. Cases with exposed exteriors: end panels are $\frac{3}{4}$ inch oak plywood.
 - cc. Cases with unexposed interiors and one exposed end panel and one unexposed end panel: exposed end panel is $\frac{3}{4}$ inch oak plywood; unexposed end panel is $\frac{3}{4}$ inch hardwood plywood.
 - dd. Cases with unexposed interiors and unexposed exteriors: end panels are $\frac{3}{4}$ inch hardwood plywood.
 6. Exposed edges of end panels, dividers and shelves are edge-banded with $\frac{1}{8}$ inch solid oak.
 7. Exterior back cross rails: 3 inches by $\frac{3}{4}$ inch hardwood plywood.
- b. Construction: All tall cases are rigidly constructed, integral units with the strongest most advanced joinery methods utilized of bored, doweled, dadoed, glued and screwed construction. Each case is completely enclosed without the use of common partitions, and has flush construction with overlapping doors, which provides a dust resistant interior. Top panel is bored, doweled and glued into end panels. Bottom panel is bored, doweled and glued into end panels and glued and screwed to the back. An exterior back cross rail is provided at the top of each case, glued to the back, and then screwed to the top panel and the end panels. Additional back cross rails are provided, as required. Backs are recessed, let into dadoed end panels, and further secured with glue blocks at the sides. An enclosed toe space, 2-1/4 inches by 4 inches high, is provided with toe rail securely bored, doweled and glued to end panels and bottom panel. Cases with sliding doors have $\frac{1}{4}$ inch, solid oak molding running the full height of case opening, on the front interior edge of each end panel, providing a dust strip for the sliding doors. Adjustable shelves are supported on heavy-duty, plastic coated, brass plated steel shelf clips, which fit into holes drilled 32 mm on centers, in the case end panels.
6. Open Frame Tables:
 - a. Components:
 1. Exterior rails:
 - aa. Plain: 4-1/8 inches by $\frac{3}{4}$ inch, solid oak.
 - bb. With drawers or compartments: 5-1/2 inches by $\frac{3}{4}$ inch, solid oak.
 2. Interior rails: $\frac{3}{4}$ inch solid hardwood plywood.
 3. Compartment bottoms: $\frac{1}{4}$ inch oak plywood.
 4. Legs: 2-1/4 inch square solid oak.
 5. Leg stretcher, when indicated: 2 inch square laminated solid oak.
 - b. Construction: Exterior table rails are solid oak. Openings are routed in the one piece rail when drawers or compartments are required. A minimum of two interior cross rails are mortised and tenoned, glued and stapled into exterior rails. Compartment bottoms are let into grooves in cross rails and the front and back rails, then glued on all four edges. Exterior rails are grooved at corners to receive heavy steel corner braces, attached with screws. Legs are secured to the steel corner brace and table rails with a 5/16 inch threaded hanger bolt, machine screwed into the leg a depth of at least 2 inches. Legs have molded black polyethylene, closed bottom, leg shoes. Exterior rails are also grooved to accept "Z" clips for attaching the top.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

7. Pedestal Tables:
 - a. Components:
 1. Center rail: 4-1/2 inches by 1-inch, solid oak.
 2. End rails: 4-1/2 inches by 1-inch, solid oak.
 3. Pedestal legs: 1-3/16 inch particleboard overlayed on both sides with 3/32 inch oak plywood. Vertical edges are edge-banded with 1/8 inch solid oak.
 4. Feet: 2-1/4 inch thick and 2-1/4 inch high overall, solid oak.
 5. Leg stretcher: 3 inches high by 1-inch thick, solid oak.
 - b. Construction: Pedestal tables have a rigid understructure with a center rail running the length of the table, two end rails across the width, two pedestal legs with feet, and one leg stretcher. Center and end rails are notched to interlock and then fasten to the top and pedestal legs. Feet are routed to receive pedestals. Each pedestal is glued, and fastened to the foot by two, 3 inch by 1/4 inch lag bolts. Each foot has two, 1-1/2 inch plastic floor glides. Leg stretcher is secured by four, 3 inch by 1/4 inch, lag bolts through the pedestal legs. Plastic "Z" glides for tote trays are attached to the underside of the table top. Tote trays are not included, and must be ordered separately.

2.04 HARDWARE AND ACCESSORIES

1. Pulls
 - a. Pull AL-1 is a satin lacquer finished, extruded aluminum bar in a trim, modern design. Pull is mounted with two screws, 4 inches on center and projects from the surface one inch.
2. Handles
 - a. Latching handle LH-1 is die cast zinc alloy, 4-1/4 inches long, streamline in design, and has a dull chrome plated finish. Handle operates with 1/4 turn. Double door cases have latching handles on the right door and dummy handles on the left door. A three point latching system provides a positive engagement at the top and bottom of the door with tapered aluminum rods which pull the door snug when they engage plastic strike plates. The rods are 5/16 inch in diameter and move in nylon guides attached to the back of the door. The middle of the door is secured by a latch plate which engages the side of the case, or latches behind the left door on cases with double doors.
 - b. Locking handle LK-1, furnished where indicated, is a latching handle with a lock mechanism incorporated into the handle head. On double door cases, the left door has a dummy handle, and the right door has the locking handle. Lock is laboratory grade with a 5-disc tumbler mechanism and a dull chrome plated face. Tumblers and keys are brass, while the plug and cylinder are die cast zinc alloy. There are 500 key changes standard. Locks are keyed differently, master keyed and furnished with 2 keys per lock. Locks and corresponding keys are alpha-numerically coded for a quick match.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

3. Locks: Provide locks for all drawers, cabinet swing doors.
 - a. Lock SL-1 is laboratory grade, cylinder cam lock, with a 5-disc tumbler mechanism, and a dull chrome plated face. Tumblers and keys are brass, while plug and cylinder are die cast zinc alloy. A 180 degree turn of the key moves the lock cam into, or out of, a slot cut to receive it. There are 500 key changes standard. Locks are keyed alike per room, master keyed and furnished with 2 keys per lock. Locks and corresponding keys are alpha-numerically coded for a quick match. Lock SL-1 is equipped with RemovaCore™ (or approved equal) keying control. If needed, with the use of a control key, the key core of the lock assembly can be removed and a new key core inserted, changing the entire locking system in a matter of minutes. Key cores can be held out of the lock assembly until the project is completed, removing the security risk of lost or stolen keys during installation and construction. Casework manufacturer can provide control keys and replacement cores as required. Locks are furnished only when indicated.

4. Hinges
 - a. Hinge SS-1 is heavy duty, institutional type, 5-knuckle hospital tipped, and is made from .083 inch thick stainless steel. Hinge is semi-concealed, 2-1/2 inches high and has off-set wings. Each wing has 3 screw holes, one of which is slotted for adjustability.

5. Catches
 - a. Friction roller catch is a zinc plated steel catch with a positive action, spring cushioned, polyethylene roller, and a metal strike plate. Screw mounted catch and strike plate have slotted holes for adjustability.

6. Drawer Slides
 - a. Drawer Slides: BHMA A156.9, Type B05091.
 1. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated, steel ball-bearing slides.
 2. Grades in five subparagraphs below correspond to the following initial load test requirements: Grade 2: 30 lb (13.3 kg); Grade 1: 50 lb (22.2 kg); Grade 1HD-100: 100 lb (44.5 kg); Grade 1HD-200: 200 lb (90 kg).
 3. Box Drawer Slides: Grade 1, for drawers not more than 6 inches (150 mm) high and 24 inches (600 mm) wide.
 4. File Drawer Slides: Grade 1HD-100, for drawers more than 6 inches (150 mm) high or 24 inches (600 mm) wide.
 5. Pencil Drawer Slides: Grade 1, for drawers not more than 3 inches (75 mm) high and 24 inches (600 mm) wide.
 6. Keyboard Slides: Grade 1HD-100, for computer keyboard shelves.

7. Shelf Clips
 - a. Shelf clips are made from steel, then brass plated after fabrication. Clips are angle type with a ¼ inch diameter, ¾ inch long stud which fits into holes drilled 32 mm on centers. The ¾ inch long ledge is dipped in a non-slip plastic coating, and has a predrilled hole to anchor shelf to the clip, if desired.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

8. Leg Shoes

- a. Leg shoes are closed-bottom style, 2-1/2 inches square, and molded of 1/8 inch black polyethylene.

2.05 MECHANICAL SERVICE FIXTURES

1. Service Fixtures: Fixtures for water, gas, steam, or other services, are triple chrome plated, have heavy-duty construction and are specifically designed for laboratory use.
 - a. Water Faucets - Hot and Cold: Faucets are cast from red brass, and have four-arm type handles with color coded indexes. Faucets have serrated hose tips, unless specified otherwise. Faucets have patented REX unit ceramic disc cartridges, and replaceable seats. The stem is brass, with full Acme threads, and has a brass cap nut. Goosenecks are rigid. Fixture outlets are tapped $\frac{3}{8}$ inch I.P.S. for aerators, vacuum breakers, hose connections, or other accessories. Vacuum breakers are furnished when specified. Faucets with an integral vacuum breaker are furnished when specified.
 - b. Gas, Air and Vacuum Cocks: Ground key cocks, made from high grade, brass forgings, have integral ten serration, non-slip hose tips. Wing handle has color-coded index button, is one piece construction, precision ground, and lapped to fit cock chamber. Handle operates with a $\frac{1}{4}$ turn, and is spring-loaded for constant pressure and automatic take up. *Do not use for oxygen service.* When specified, needle point valves are available for high pressures and oxygen service.
 - c. Multiple Service Fixtures: Triple chrome plated fixtures have one cold water faucet and two ground key cocks for gas, air, or vacuum services. Cold water valve has patented REX unit ceramic disc cartridge. Faucet has a rigid gooseneck, one four-arm handle, and serrated hose tip. Vacuum breaker furnished when specified. Faucet with integral vacuum beaker is furnished when specified. Ground key cocks have serrated non-slip hose tip, spring-loaded wing handles and color coded index buttons.
 - d. Vacuum Breakers: Watts NLF-9, or comparable, vacuum breakers are brass with polished chrome plating, screw-in type with stainless steel working parts, and durable rubber diaphragm and disc. Vacuum breaker is for hot or cold faucet and has a primary valve with a soft disc that seats against mating part. The secondary check valve utilizes a soft disc to metal seating. Vacuum breaker is tapped $\frac{3}{8}$ inch N.P.T. Vacuum breaker is not intended for constant high pressures. Vacuum breakers are furnished when indicated.
2. Electrical Fixtures: Flush power supply unit by Hampden or approved equal. Units shall be 3-wire grounded, 20 A, 125V AC, with stainless steel cover plates and cadmium-plated steel boxes. When specified, G.F.I., ground fault circuit interrupter, fixtures are available. G.F.I. fixtures are 20 A, 125V AC, with a brown nylon face and a LED indicator light. G.F.I. fixtures conform to UL Standard 943 Class A, and have dual slot terminal screw wiring connections and a trip time of 0.025 seconds.
3. Sinks and Sink Outlets
 - a. Epoxy resin sinks are non-glaring black, specially modified epoxy resins, molded in one solid piece for optimum physical and chemical resistance. Inside corners are coved and the bottom is dished to the outlet. Outlets are epoxy resin, specially compounded and cured for optimum physical and chemical resistance, and 1-1/2 inches in diameter, unless otherwise specified.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

2.06 LABORATORY TOPS

1. Rhearesin: Top is one inch thick, molded from a modified epoxy resin and has optimum physical and chemical resistance. The specially compounded and cured uniform mixture, throughout the thickness of the top, is not dependent on a surface coating for chemical or stain resistance. Standard color is non-glaring black; however, other colors are available. Exposed edges and corners are radiused, and a drip groove is provided on under surface in areas where sinks are installed. Curb is four inches high.

2.07 CASEWORK FINISH

1. Surfaces to be Finished: Exposed exterior and exposed interior surfaces of cabinets receive the full finishing process. The unexposed interior surfaces of cupboards, drawers, wall cases, upper cases, and tall cases receive a baked on protective coat of moisture and chemical resistant catalyzed sealer, and a top coat of clear, catalyzed, conversion varnish. Other unexposed surfaces are processed through standard finishing steps, and receive a baked on protective coat of moisture and chemical resistant catalyzed sealer.
2. Finishing Process: Prior to assembly lumber for doors, drawers and cabinets, and plywood for cabinets, are machine sanded with 120 grit, 180 grit, and finally, 220 grit sand paper. Flat surfaces receive two additional machine sandings: one in a orbital crossbelt sander with 40 micron and 60 micron grit sanding belts; and, one through a rotary polisher with 150 grit sand paper. Door and drawer front edges are machine sanded to a very smooth surface through a profile edge sander utilizing a 100 grit and a 150 grit paper. After assembly, drawers, doors, and casework are thoroughly examined and fine-finished by hand to provide a consistently smooth surface. Prior to the first application in the finishing process, items are placed in the dust-off booth where compressed air is used to remove loose fibers and dust. Selected surfaces are stained with NGR stain to the desired color and allowed to dry. Next a protective coat of moisture and chemical resistant, catalyzed sealer is applied. After flash drying, items are oven baked at 130 degrees F. Following a cool down period, surfaces that receive the final top coat are carefully hand sanded and wiped clean. A top coat of clear, catalyzed, conversion varnish is applied, allowed to dry, and then oven baked at 130 degrees F. The final top coat provides chemical resistance, toughness, durability, and excellent color stability with a smooth finish and high-gloss luster.
3. Finish shall comply with SEFA-8 resistance standard acceptable levels for casework surfaces. An independent 3rd party testing facility's written certification must be provided to establish that final finish has no more than three, SEFA-8 "Level 3" conditions.
4. Any deviations from the specified finishing procedures will be considered defective Work and rejected by the Architect.
5. Chemical Resistance:

Method of testing: Non-volatile chemicals: Five drops of each reagent were applied to the surface and covered with a watch glass for sixty (60) minutes and the temperature maintained from 74 to 80 degrees F. At the end of this period, the reagents were flushed with water, the surface scrubbed with a soft bristle brush under running water, rinsed and dried. After thorough drying, the surface was evaluated.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

Volatile chemicals: The test areas were cleaned with a cotton swab soaked in the solvent to be used for the test, a one inch cotton ball saturated with the test solvent was then covered by an inverted two ounce wide mouth bottle to retard evaporation. The test period was for sixty (60) minutes and the temperature maintained from 74 to 80 degrees F. Twenty-four hours after the test period, the test surface was scrubbed with a damp paper towel and dried with paper towels and evaluated. Volatile chemicals are indicated by a "bullet".

The finish of exposed surfaces is capable of withstanding the following chemicals with no effect:

Acetic Acid – 50%	• Methyl Ethyl Ketone
Acetic Acid – 98%	• Naphtha
•Acetone	Nitric Acid – 10%
Ammonium Hydroxide – 28%	Phosphoric Acid – 25%
•Benzene	Phosphoric Acid – 75%
•Carbon Tetrachloride	Potassium Hydroxide – 50%
•Ethyl Acetate	Sodium Carbonate – Saturate
•Ethyl Alcohol	Sodium Hydroxide – 10%
•Ethyl Ether	Sodium Hydroxide – 20%
Formaldehyde	Sodium Hydroxide – 40 %
•Gasoline	Sulfuric Acid – 25%
Hydrochloric Acid – 10%	• Toulene
Hydrochloric Acid – 20%	Xylene
Hydrochloric Acid – 37%	
•Methanol (Methyl Alcohol)	

Acids that have little to moderate effect on the finish of exposed surfaces are:

Nitric Acid – 30%
Sulfuric Acid - 70%.

2.08 FABRICATION

1. Factory assembly of casework in the largest components possible aids in the installation. Mortise and tenon construction with glued and screwed joints is used for maximum strength; and the use of precision jigs and clamps ensures square corners and plumb vertical surfaces.
2. Fabrication of laboratory casework and equipment is completed to dimensions in the final approved copy of shop drawings.

PART 3: EXECUTION

3.01 COORDINATION

The Contractor and Owner shall cooperate with the laboratory casework and equipment contractor to coordinate delivery and installation of the product.

3.02 INSTALLATION AND ADJUSTMENTS

1. Installation of casework must be plumb, level, true and straight, with no distortions. Use concealed shims as required. When laboratory casework or equipment butts against other finished work, scribe and cut for an accurate fit.

SECTION 11070 - SCIENCE LAB FURNITURE AND EQUIPMENT

2. Adjustments to casework and hardware may be needed for smooth operation of doors and drawers, without warp or bind. Lubricate operating hardware as recommended by the manufacturer.

3.03 CLEANING AND PROTECTION

1. Inspect casework for damaged or soiled areas; remove, refinish, and touch-up as necessary. Leave area clean.
2. Cover installed casework and equipment with 4-mil polyethylene film as protection against soiling. Advise General Contractor of procedures to protect installed casework and equipment from potential damage by other trades.
3. Required temperature and humidity conditions, consistent with those to be maintained by Owner, must be established for installed casework. Advise General Contractor of these requirements.

3.04 DEMONSTRATION

A qualified representative will demonstrate operation procedures and maintenance of the installed equipment to the Owner's personnel. This demonstration may be set at Owner's convenience; however, it must be conducted within 60 days of final installation of casework.

END OF SECTION 11070

SECTION 11080 – LABORATORY FUME HOODS

PART 1 GENERAL

1.00 SUMMARY

A. Section Includes:

1. Laboratory Fume Hoods

B. Reference Standards:

1. UL 1805 – Standard for Laboratory Fume Hoods and Cabinets
2. ANSI/ASHRAE 110-1995 – Method of testing Performance of Laboratory Fume Hoods
3. CSA Z316.5-04 – Fume Hoods and Associated Exhaust Systems

C. “American Made” – Laboratory Fume Hoods wholly manufactured and assembled in USA

1.01 FUME HOOD GENERAL DESIGN REQUIREMENTS

- A. Specification Section 11070 - Science Labs Furniture and Equipment to be manufactured by Same manufacturer.
- B. All fume hoods covered in this section are Isolator Series (or approved equal) with a top and bottom airfoil and aerodynamically shaped fascia posts to minimize turbulence.
 1. CAV (Constant Air Volume) type: Design incorporates an automatic air bypass system so that the exhaust air volume is constant. The bypass is recessed behind the plane of the sash and affords velocity tempering performance with face velocities not in excess of 3.8 times full-open face velocity.
- C. Fume hoods shall be designed for consistent and safe air flow through the hood face. Negative variations of face velocity shall not exceed 20% of the average face velocity at any designated measuring point as defined in this section.
- D. Average illumination of work area: minimum 80 foot-candles. Work area shall be defined as the area inside the superstructure from side to side and from face of baffle to the inside face of the sash, and from the working surface to a height of 48 inches.
- E. Fume hood shall be designed to minimize static pressure loss with stainless steel round duct collar configuration. Maximum average static pressure loss readings taken three diameters above the hood outlet from four points, 90 degrees apart, shall not exceed the following maximums:
- F. Fume hood shall maintain essentially constant exhaust volume at any baffle position for safety. Maximum variation in exhaust CFM, static pressure and average face velocity as a result of baffle adjustment shall not exceed 5% for any baffle position at the specified face velocity.

SECTION 11080 – LABORATORY FUME HOODS

1.02 SUBMITTALS

- A. Submit manufacturer's test data and installation instructions for each type of fume hood. Provide data indicating compliance with ANSI/ASHRAE Standard 110-1995.
- B. Provide submittal drawings for fume hoods showing plans, elevations, sections and service run spaces. Details shall include notation of all specified items.
 - 1. Provide location and type of service fittings as related to the fume hood when required.
 - 2. Provide roughing-in drawings for mechanical and electrical services as related to the fume hood when required.
 - 3. Provide face opening, air volume and static pressure drop data.

1.03 FUME HOOD PERFORMANCE REQUIREMENTS

- A. Metal Finish Performance Requirements: Coatings on Fume Hood components have been tested in conformance with the full requirements of SEFA 8 M-2010 Recommended Practice. See Section 2.07 for test procedures, acceptance levels and results for each criteria listed below from SEFA 8 M-2010 Section 8:

PART 2 PRODUCTS

2.00 MANUFACTURER

- A. "American Made" – Laboratory Fume Hoods and related equipment wholly manufactured and assembled in the USA by: Institutional Casework Inc. or approved equal.

2.01 MATERIALS

- A. Typical sheet steel used in the construction of fume hoods:
 - 1. Mild carbon, cold rolled and leveled unfinished steel, ASTM A 1008
 - 2. Type 304 or 316 stainless steel, #4 finish one side, ASTM A 666
 - 3. Mild carbon, cold rolled and hot dipped galvanized steel
- B. Typical gauges:
 - 1. Stainless steel: 12, 14, 16, 18 and 20 GA
 - 2. Mild Steel: 18 GA
 - 3. Galvanized steel: 18 GA
- C. Sash glass:
 - 1. ¼" Tempered Glass per ASTM C 1048 (standard)
- D. Sash tracks: Corrosion-resistant polyvinyl chloride (PVC).
- E. Fastening devices:

SECTION 11080 – LABORATORY FUME HOODS

1. Interior surfaces: Nylon bolts, PVC fasteners, PVC-capped 410 stainless screws
 2. Exterior structural members: 410 stainless steel screws
 3. Exterior panel members: #8-32 zinc plated screws
- F. Interior liners: The liner consists of all interior surfaces, including sides, top, back and baffles.
1. Fiberglass reinforced polyester material (polyglass), 3/16" nominal thickness, white
- 2.02 FUME HOOD CONSTRUCTION – BENCH HOODS SUPPLIED WITH ADA METAL FRAME BASE (ALLOW FOR ACID NEUTRALIZATION TANK)
- A. Superstructure: Shall consist of 18 GA mild steel side pans, painted neutral color grey, maximum 4-3/4" thick, holding side and rear liner panels, and fastened together with pinions and screws so that the entire structure is secure and rigid. Any framing system not providing structural support is unacceptable. Front and both sides of the superstructure are aligned and precision fit, eliminating the need for exterior gaskets.
- B. Airfoils:
1. Lower airfoil shall be constructed of 16 GA mild steel and painted (standard) and be equipped with power cord/tube pass-throughs 3" square near each side post. These pass-throughs shall allow sash handle to seal against airfoil without running cords and tubes under the airfoil, but by simply resting cords and tubes into the pass-through cavity. It is also flush with the work surface and has an integral drip trough.
 2. Upper airfoil
 - a. 18 GA mild steel and painted (standard)
- C. Sash
1. Provide a frameless vertical sash containing a 1/4" (6 mm) tempered glass panel and a full width painted steel sash handle (stainless steel optional) connected to a steel rear-hung counterweight system insuring non-tilting, non-binding, and non-creeping sash performance. Rear-mounted counterweight shall be connected to a #35 case-hardened steel chain engaging a twin sprocket axle system with positive master link connection points both front and rear. Sash systems utilizing cables and pulleys are not acceptable. Painted steel parts in the sash are not acceptable. *Note*: Sash interlock system utilized on double sided pass-through hoods.
- D. Baffles: Control air vectors into and through the fume hood, and shall be fabricated of the same material as the liner. Provide three fixed baffles and one adjustable baffle at bottom.
- E. Baffle attachment: Baffles are secured to the superstructure using non-metallic, corrosion resistant baffle stand-offs.
- F. Bypass: Isolator Viewpass system consisting of a 1/4" thick tempered glass panel allowing complete visual display of fume hood interior.

SECTION 11080 – LABORATORY FUME HOODS

1. Clear (standard)
- G. Duct collars: Standard 10" or 12" round exhaust outlet collar(s), fabricated of 20 gauge Type 304 stainless steel. Coated steel collars are not acceptable.
- H. Fascia posts: 18 GA mild steel and painted (standard)
- I. Exterior end panels: 18 GA mild steel and painted (standard)
- J. Interior clearance: All bench type fume hoods are designed to have an interior vertical clearance of not less than 47" in the front twelve inches of the hood depth. Internal dimensions may be affected by accessories or options. Provide enclosure for plumbing, electric and service access for acid neutralization point of use tank.
- K. Interior lighting: Provide standard configurations for LED light fixtures. A tempered glass panel shall be provided and be vapor-tight seal to isolate the LED fixture from the hood interior.
- L. Service Fittings and Fixtures: Fume hoods to be supplied with Hot & Cold Water, Gas, Cupsink.
 1. All laboratory service fittings and fixtures shall be manufactured by the Water Saver Fixture Company or an approved equal. Fixtures, including handles, shall be color coded to indicate the proper service. Color code requirements for indexing service fixtures shall be as follows:

<u>Service</u>	<u>Index Color</u>
Gas	Blue
 2. Finish of Service Fixtures:
 - a. Fittings inside the fume hood shall have an epoxy finish color-coded to match the fixture service index color.
- M. Electrical services
 1. Specified electrical services are prewired to a junction box located on the roof of the fume hood for field connection by the electrical contractor. All electrical receptacles are 3-wire, 20-amp duplex, 120/277VAC or as specified. Light switch shall be 3-wire polarized grounded, 15 amp, 125VAC or as specified. Face plates are stainless steel. The contractor shall provide a timer switch for the exhaust fan per the electrical drawings.
- N. Work surfaces
 1. Epoxy resin, 1-1/4" thick, molded top made in the form of a watertight pan, not less than 1/4" deep to contain spillage. Work surfaces are non-glaring finish and black, grey or white in color.

SECTION 11080 – LABORATORY FUME HOODS

- O. Baffles: Control air vectors into and through the fume hood, and shall be fabricated of the same material as the liner. Provide four fixed baffles and two adjustable baffles at bench height and at floor.
- P. Interior clearance: All walk-in type fume hoods are designed to have an interior vertical clearance of not less than 83" in the front twelve inches of the hood depth. Accessories or options may affect internal dimensions.

2.03 ALARM

- A. Velocity alarm: Fume hoods shall be equipped with AFA/1000 Tel fume hood velocity alarm to detect low hood face velocities. The units are surface mounted on the hood's fascia panel. No control module, when mounted, shall be thicker than 1-1/2". The UL approved velocity alarm signals an unsafe operating condition when the fume hood face velocity falls below a preset amount. The alarm set-point calibration is performed by the user/owner once a proper face velocity has been set and measured. The alarm system consists of the following:
 - 1. LCD digital display that registers face velocities between 0 and 1000 FPM plus a safety reference display that actuates in low velocity conditions.
 - 2. Programmable alarm set point.
 - 3. Audible alarm of at least 80 dB.
 - 4. Flashing red warning light in synchronization with the audible alarm.
 - 5. Silencer button for the audible alarm; flashing red light will continue to flash.
 - 6. Optional 0-10VDC available to signal BAC.
 - 7. The alarm system is furnished with velocity detector, 110V/12VDC power supply, and detector mounting hardware. The system operates at 110V, 60 Hz power.
- B. Alarm to be wired at factory - when blower is off the Alarm is off

2.03.1 QUALITY ASSURANCE

- A. All laboratory fume hoods specified herein will be the product of one manufacturer and will be based on the specifications of the product line described in Part 2. All manufacturers other than those of the specified products will provide evidence of expertise in the manufacture of fume hoods and be willing to have their manufacturing facility scrutinized by the customer.
- B. All manufacturers desiring approval for this project must maintain a fume hood test facility at their factory location. This facility must provide for variable exhaust and make-up air control. In addition, any facility that provides for fume hood make-up air by using floor-to-ceiling wall diffusers is unacceptable. All qualified test facilities must contain, as part of their permanent equipment, ANSI/ASHRAE 110-1995 testing hardware as specified in that standard. In addition, all data readings shall be computer-recorded and the raw data submitted in disc format.
 - 1. "American Made" – Laboratory Fume Hoods wholly manufactured and assembled in USA.
- C. The manufacturer shall provide certification that fume hoods shall meet the performance requirements described under "Fume Hood Performance Testing Requirements".

SECTION 11080 – LABORATORY FUME HOODS

1. “American Made” – Laboratory Fume Hoods wholly manufactured and assembled in USA.
- D. The manufacturer shall warrant the sash counterweight system, excluding glass, against defects in materials and workmanship for the life of the fume hood. Any material or manufacturing defect in these components will be repaired without charge by the manufacturer.
 1. “American Made” – Laboratory Fume Hoods wholly manufactured and assembled in USA.
- E. The manufacturer shall, for a period of two (2) years from the date of Substantial Completion, warrant that furnished products shall be free from defects in material and workmanship. The manufacturer shall also warrant the products to be as represented and will repair or replace any part under normal use, if examination discloses it to have been defective within the warranty period.
 1. “American Made” – Laboratory Fume Hoods wholly manufactured and assembled in USA.
- F. UL 1805 Specification: Fume hoods must be UL 1805 approved. This standard covers electrical and mechanical hazards, investigates the flammability of materials and measures the effectiveness of airflow characteristics. Proper labeling must be affixed to the face of each fume hood indicating classification to UL 1805. UL listings covering electrical components only or other listings that do not encompass all elements of UL 1805 are insufficient.

PART 3 EXECUTION

3.00 INSTALLATION - REFER TO INSTRUCTION AND INSTALLATION MANUAL

- A. Install fume hoods and equipment in accordance with manufacturer's instructions.
- B. Install equipment plumb, square, and straight with no distortion and securely anchored as required.
- C. Secure work surfaces to casework and equipment components with material and procedures recommended by the manufacturer.
- D. Accessory installation: Install accessories and fittings in accordance with manufacturer's recommendations.

3.01 PROTECTION OF FINISHED WORK

- A. Take protective measures to prevent exposure of casework and equipment from exposure to other construction activity.
- B. Advise contractor of procedures and precautions for protection of material, installed laboratory casework and fixtures from damage by work of other trades.

SECTION 11080 – LABORATORY FUME HOODS

3.02 DELIVERY, STORAGE AND HANDLING

- A. Schedule delivery of casework and equipment so that spaces are sufficiently complete that material can be installed immediately following delivery.
- B. Protect finished surfaces from soiling or damage during handling and installation. Keep covered with polyethylene film or other protective coating.
- C. Protect all work surfaces throughout construction period with 1/4" corrugated cardboard completely covering the top and securely taped to edges. Mark cardboard in large lettering "NO STANDING".

3.05 PROJECT CONDITIONS

- A. Do not deliver or install equipment until the following conditions have been met:
 - 1. Windows and doors are installed and the building is secure and weather tight.

END OF SECTION 11080

SECTION 15010 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE

1. The General, Supplementary, and Special Conditions, applicable portions of all divisions and the addenda thereto, are made a part of this Contract.
2. All work described in these specifications shall be the responsibility of the mechanical contractor unless otherwise indicated.
3. It is the intent of these specifications to include all material, service and labor necessary to form a complete and properly operating whole.
4. Where equipment is shown on plans and specified as a single unit in specifications, the equipment quantities shall be per plans. Provide a complete operating system for all equipment.
5. Where reports and/or requirements are specified herein as a single report, it is the intent that each requirement and/or report be separate for each school, i.e., commissioning report, operation instructions, etc.
6. Specifications for certain equipment or performance may not be applicable for all areas. Refer to the plans for where equipment and/or performance are required.

1.02 CONTRACT DRAWINGS

1. Examine all drawings and specifications. Visit the site to become acquainted with the construction and the extent of the work.
2. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
3. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both. When there is a discrepancy between drawings and specifications, the most considerable shall apply.
4. When any device or part of equipment is herein referred to in singular number, such as "the pump", such reference shall be deemed to apply to as many such devices as required to complete the installation.
5. The term "provide" shall mean "furnish and install". Neither term will be used generally in these specifications but will be assumed. The term "furnish" shall mean to obtain and deliver on the job for installation by other trades and/or this Contractor.

1.03 CODES AND STANDARDS

1. All work shall comply with all regulations and latest edition of applicable codes and be subject to inspection and approval of all authorities having jurisdiction.

SECTION 15010 – GENERAL REQUIREMENTS

2. All electrical work shall comply with latest edition of the NEC National Electrical Code.
3. Where items indicated on contract documents differ from code requirements, contractor shall inform engineer prior to installation. Any construction installed by contractor that is not in compliance with applicable codes, shall be removed, modified, and/or replaced at no additional cost to Owner or others.
4. All equipment shall be labeled by an applicable approved agency.
5. Contractor shall give all notices, obtain and pay for all permits, deposits, and fees necessary.
6. Manufacturer's published data is made a part of these specifications.
7. Wherever a recognized national organization has published standards these shall be complied with (such as ASA Z 21.30 for gas piping).

1.04 SCOPE OF WORK

1. It is the intent of these specifications to include all material, service and labor necessary to form a complete and properly operating whole system.

1.05 PROGRESS

1. See Specification Sections 01040-Coordination and 01310-Construction Progress.

1.06 SHOP DRAWINGS AND SUBMITTALS

1. See Specification Section 01300 – Submittals.
2. Ductwork and piping shop drawings shall be prepared using Auto Cad 2007 or latest edition of Auto Cad @ 1/4" scale (minimum).

1.07 EQUIPMENT DEVIATIONS

1. The material and products mentioned in these specifications are given to establish a standard of quality, design and performance. The phrases "equivalent", "acceptable", "or approved equal" and "equivalent to" shall be used to indicate that other similar products may be used and provided in accordance with "General Conditions", where applicable, such substitutes are accepted by the Architect as meeting all standards necessary to perform the function intended. Specific products listed with-out reference to equivalents or substitutions shall be provided as specified.
2. Where this Contractor proposes to use equipment other than that specified or detailed on drawings, which will require any changes of the structure, partitions, foundations, piping, wiring or any other part of the design documents; all design, engineering and any new coordination drawings and detailing required by other contractors and/or professionals shall be paid by this Contractor at no additional cost to Owner.

SECTION 15010 – GENERAL REQUIREMENTS

3. Where such deviations from equipment specified and/or indicated on plans, require a different quantity and/or arrangement of any duct work, piping, electrical work, wiring conduit and/or equipment that would have been required for equipment. This Contractor shall with the approval of the Engineer provide all material, equipment and labor required by the change at no additional cost to the Owner.
4. Where such approved deviation requires a change to the structure, electrical, plumbing or any other Contractor's or Sub-Contractor's work, or any change to the construction as indicated on the design documents. This Contractor shall pay for all costs incurred due to such deviations at no additional cost to the Owner.

1.08 REJECTED MATERIALS

1. See Specification Section 01300-Submittals and the AIA Document A201-2017 General Conditions of the Contract for Construction.

1.09 WORKMANSHIP

1. See Specification Section AIA Document A201-2017 General Conditions of the Contract for Construction.

1.10 WARRANTY

1. See Specification Section 01740 – Warranties and Bonds.
2. At the expiration of the 2-year warranty period; provide an additional factory warranty agreement, to include full coverage, parts and labor, plus emergency service for the all new equipment as specified for an additional 3-year period for a total of 5-year warranty period.

1.11 AS-BUILT DRAWINGS

1. See Specification Section 01700 – Project Closeout

1.12 FIRE RATING

1. All materials used anywhere in the work must have NFPA rating, and be in accordance with ASTM-E-84 as follows:
 - A. Flame Spread - Not Over 25
 - B. Smoke Developed - Not Over 50
 - C. Fuel Contributed - Not Over 25
2. All materials shall be "Self-Extinguishing".

1.13 EQUIPMENT SELECTION AND SERVICEABILITY

1. All equipment shall be located and installed so that it may be serviced. Demonstrate to Owner as part of instructions that there is room to remove all coils, tube bundles, filters, motor and similar equipment. Equipment which is too large or poorly located to permit servicing shall be replaced or repositioned or modifications made to allow for proper servicing at no additional cost to the Owner.

SECTION 15010 – GENERAL REQUIREMENTS

2. Where piping, control diagrams and/or sequencing differ from the recommended piping arrangements of the equipment manufacturer, and will directly affect the equipment performance, the manufacturer's recommendations shall be submitted in writing to the Architect/Engineer for approval, prior to purchasing the equipment involved and piping arrangement, control, etc., as recommended by manufacturer shall be used. This Contractor shall be responsible for obtaining such recommendations from the manufacturers in order to effect correct and proper operation of the equipment at the capacities and temperatures indicated.

1.14 EQUIPMENT FURNISHED BY OTHER TRADES

1. All equipment furnished and/or installed by other trades requiring connections and services by this Contractor shall have such services provided by this Contractor.
2. This Contractor shall verify exact requirements with approved shop drawings supplied by the equipment contractor and/or supplier prior to construction.
3. This Contractor shall verify locations, sizes and requirements of all services to equipment, in field with the equipment contractor prior to construction.

1.15 FACTORY TESTING

1. All factory assembled packaged equipment shall be factory tested including helium leak testing of the coils, pressure testing of the refrigeration circuit, and run testing of the completed unit. A certified factory Run test report shall be provided for each unit. **The “Run Test Report” shall be submitted to Owner for approval, prior to acceptance of unit for payment.**
2. All factory assembled packaged equipment shall be fully quality tested by factor run testing under normal operating conditions. Quality control system shall automatically perform via computer; triple leak check, pressure tests, evacuation and accurately charge system, perform detailed heating and cooling mode tests, and quality cross check all operational and test conditions to pass/fail criteria.
3. Detailed report card will ship with each unit displaying status for critical tests and components.
4. If unit fails on any cross check, it shall not be allowed to ship. Serial numbers will be recorded by factory and furnished to contractor on report card for east of unit warranty status.

PART 2 PRODUCTS

2.01 ELECTRICAL EQUIPMENT

1. This Contractor shall furnish all his equipment complete with motor, controllers, capacitors and starting equipment.

SECTION 15010 – GENERAL REQUIREMENTS

2. Electric motors shall be premium high efficiency, open, drip proof induction motors premium high efficiency rated for continuous duty at 15% overload with 40° C. rise; single phase motor shall be capacitor start-induction run. Motors one-half and larger shall be polyphase, motors smaller than one-half horsepower shall be single phase, unless otherwise noted (see Division 16). Starting equipment shall consist of magnetic across-the line starters by Furnas Bulletin 14 or approved equal, unless otherwise specified. Thermal overload type, motor rated manual switches shall be furnished for motors ¾ HP and less which do not require magnetic starters for control purposes.
3. Provide FPE/CDE Type 1C Power Factor correction capacitors size to increase full load power factor to 95%. Capacitors shall be fused, in NEMA enclosure, connected between safety switch and motor starter.
4. Where apparatus is specified as "Packaged", all electrical equipment shall be furnished, set and wired to a single point of connection for apparatus as a unit.
5. This Contractor shall set all electrical equipment furnished by this Contractor unless same is to be mounted on an electrical panelboard, junction box or similar piece of electrical equipment and is to be wired by others.
6. Where electrical characteristics are not shown, all electrical characteristics shall be as indicated on electrical plans. Where there is a conflict between model numbers which indicate electrical characteristics and electrical drawings, the electrical drawings shall take precedent.
7. This Contractor shall verify all electrical characteristics of all equipment with the electrical contractor. This Contractor shall submit to Electrical Contractor location of all motors, starters, all other electrical equipment, voltage and phase required prior to submission of this Contractor's and/or electrical contractor's shop drawings or start of construction. This Contractor shall submit to the electrical contractor all equipment requiring electrical services and obtain the review of the shop drawings for correct electrical characteristics for the electrical contractor prior to submission for review.
8. Should this Contractor change type of equipment which results in change to electrical characteristics, then this Contractor will be responsible to coordinate these changes with all other trades and pay for all costs required as a result of changes.
9. Should this Contractor change electrical characteristics of equipment from that shown on electrical drawings or does not submit shop drawings to the electrical contractor for his review, he is responsible for all cost required, resulting from such change or failure to submit shop drawings.

2.02 ELECTRICAL WIRING

1. This Contractor shall furnish and install all electric power wiring required for his contract, with the exception of certain wiring shown under electrical contract. This Contractor shall furnish and install all control wiring required for his contract including power wiring to all ATC devices, panels, etc. (unless indicated otherwise on electrical plans).

2.03 EQUIPMENT ISOLATION

SECTION 15010 – GENERAL REQUIREMENTS

1. Provide shutoff valves on supply and balancing and shutoff valve on return lines for each piece of equipment including all radiation loops, unit heaters, coils, air handling units, fan coil units and all pieces of hydronic equipment.
2. At all branch lines serving two or more pieces of equipment, provide a shutoff valve on supply and balancing and shutoff valve on return at the points where the branch line connects to main. Provide drainage and slope pipe to drain points.
3. At all branch lines from mains, whether directly feeding equipment or not, provide shutoff valves on supply and return with ability to drain branch lines.
4. All valves shall be tagged (see tags) and when installed above accessible construction, provide color coded markers (per architect's direction). Where installed above non-accessible construction, contractor shall provide access panels. Panels shall be marked for equipment.

PART 3 EXECUTION

3.01 METHOD OF PROCEDURE

1. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the systems. Where FMCS plenum-rated cable wiring is allowed it shall be run parallel to or at right angles to the structure, properly supported and installed in a neat and workmanlike manner.
2. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturers' instructions and best trade practices. This Contractor shall erect all parts of equipment to be furnished by him under his contract in such time and in such a manner as not to delay or interfere with other contractors' work.
3. This Contractor shall lay out his work and be responsible for the establishment of heights, grades, etc., for all interior and exterior piping, equipment, conduit, duct work, etc., included in Contract Documents, in strict accordance with the intent expressed thereby. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without additional cost to the Owner, as directed by the Architect, regardless of which equipment was installed first.
4. Each contractor shall cooperate with other contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other contractors, as each contractor will be held financially responsible for all such damage caused by the lack of precaution and due to negligence on the part of his workmen.
5. Do not run pipe or conduit for mechanical systems in any concrete slab 3" or less in thickness. Do not place any pipe or conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.
6. All piping, duct work, conduit and other mechanical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

SECTION 15010 – GENERAL REQUIREMENTS

7. All items such as valves, dampers, equipment, controllers, starters, ATC panels, etc., that will be concealed in construction shall be installed and so arranged as to be fully accessible for adjustment, service and maintenance by use of access doors.
8. Where these devices are above suspended ceiling, colored indications mounted on ceiling, markings on suspended ceiling grid, shall be submitted for review and be used to indicate such devices. Color scheme and material used for this shall be coordinated and approved by Owner and reviewed by engineer.

3.02 CLEANING

1. Upon completion of the work, this Contractor shall remove all excess material, debris, tools and equipment from the site, and leave the premises in a broom clean condition.
2. Flush out all piping systems with proper solvents to insure removal of all foreign materials. Clean equipment, piping and other surfaces soiled by the work. Remove debris and rubbish on a daily basis.
3. Disposal of all materials shall be this Contractors' responsibility. All solvents and other chemicals, and materials used, shall be disposed of in strict accordance with all applicable environmental codes.

3.03 OPERATING AND MAINTENANCE INSTRUCTIONS

1. This Contractor shall furnish qualified personnel to instruct the Owner's people in the operation of the system.
2. Manuals shall include all equipment, equipment parts lists, complete oiling, recommend spare parts, complete coiling, cleaning and servicing data compiled in a clearly indexed and easily understood form. The data shall indicate the serial numbers of each piece of equipment and provide complete lists of replacement parts, motor parts, ratings and actual loads.
3. Provide list of any special emergency operating instructions and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system.
4. Provide a certified log of air quantities at all air supply, return and exhaust openings, ASME and State pressure vessel inspection forms, all motor data, including standard and actual operating in service data and copies of all manufacturer's equipment guarantees and warranties.
5. Provide list of all motor data, including standard and actual operating in service data.
6. Provide all manufacturer's equipment guarantees and warranties.

3.04 PAINTING AND FINISHING

1. All painting is to be done in accordance with Rust-Oleum Corporations or approved equal printed instructions. All surfaces to receive two (2) coats of primer, exposed surfaces one (1) finished coat, color selected. Aluminum or galvanized metal surfaces are considered finished where concealed.

SECTION 15010 – GENERAL REQUIREMENTS

2. All surfaces to be carefully cleaned and/or pickled and filled as required to provide a proper uniform surface. Factory finished equipment shall be touched up or refinished where required.
3. Where equipment is provided as factory painted and is visible on roofs from grade (as determined by construction manager), exposed in space or otherwise not concealed behind finished surfaces, equipment shall be factory painted in accordance with manufacturers standard painting procedures. The color shall be selected by architect and a color chart shall be submitted for review.
4. All duct exposed and all other exposed equipment, pipe and appurtenances in all other areas unless specifically indicated to be painted by general contractor, to be painted by this Contractor color as selected. Submit for approval. All surfaces shall be prepared for painting and/or constructed of materials suitable to be painted.
5. All tags, labels and other removable instructions not required by manufacturer to remain on equipment shall be removed.
6. Remove all labels and tags on sheet metal for exposed duct and duct above ceiling.

3.05 CONSTRUCTION SAFETY

1. All work shall be done in accordance with the following Federal regulations:
 - A. Williams-Steiger Occupational Safety and Health Standards, Chapter XVII of Title 29, Codes of Federal Regulations.
2. Comply with local Health and Safety Regulations.

3.06 ENERGY CONSERVATION CODES

1. It is the intent of this specification that all equipment and materials furnished meet the latest enforced edition of the International Energy Conservation Code, latest applicable edition, or such code as locally applicable, if more restrictive.

3.07 FLASHINGS

1. All piping passing through roofs shall be provided with Stoneman "Stormtite" or approved equal seamless lead flashing.
2. All ducts penetrating roof shall be provided with curbs, flashing, counterflashing and flashing collar welded to duct. Coordinate exact requirements with roofing contractor or roof bonding agent.

3.08 EQUIPMENT INSTALLATION

1. Rooftop equipment installed within 10' of edge of roof shall have a painted guard, provided by this Contractor, at edge of roof, top of guard to be minimum 42" above roof surface, constructed to prevent passage of 2" diameter sphere.

SECTION 15010 – GENERAL REQUIREMENTS

2. Mounting, details, color, and arrangement of guard shall be submitted for review. Coordinate all details with all other contractors.

3.09 EQUIPMENT LIST

Refer to general conditions. Exclusion of items on list does not relieve Contractor of the responsibility of providing equipment as specified, required to complete work or shown on drawings to be provided by this Contractor.

MANUFACTURERS

<u>EQUIPMENT</u>	<u>NUMBER 1</u>	<u>NUMBER 2</u>	<u>NUMBER 3</u>	<u>NUMBER 4</u>
Exhaust Fans	Cook	Greenheck	Pennvent	Or approved equal
Air Devices	Metal Aire	Tuttle Bailey	Anemostat	Or approved equal
Valves	Mueller	Stockham	Nebco	Or approved equal
Insulation	Owens Corning	John Manville	Knauf	Or approved equal
Air Vents	B & G	Sarco	Taco	Or approved equal
Hot Water Specialties	B & G	TACO	Thrush	Or approved equal

3.10 SCHEDULE OF WORK AND COMPLETION DATES

1. The exact times and dates and schedules that the projects will be available for this Contractor to do work, shall be as indicated in General Conditions. Refer to general conditions for completion dates.

3.11 DELIVERY AND STORAGE OF EQUIPMENT

1. This Contractor shall store, take deliveries and install all equipment in accordance with manufacturers' requirements (see "General Conditions").

3.12 ALTERNATE BIDS

1. See the Bid Form – Part B - Alternates for all of the alternate bids. See plans and specification for extent of work.

3.13 CONSTRUCTION SEQUENCING

1. Refer to General Conditions for the overall contract staging. However, specific items for the contractor should be noted. The following are suggested methods of staging of construction. Alternate methods to achieve the intent of these specifications will be allowed; however, they must be coordinated with other trades and submitted for review and approval.
2. The sequence of construction shall be as indicated in the General Conditions of the specifications.
3. Where work is shown on mechanical plans where it is outside the phase areas indicated or specified in the General Conditions, this work shall be done at any time. All work shall be done so not to interfere with normal school operations. Where work is done outside normal school occupied areas (boiler room, roof area), this work may proceed at contractor's option. All work, regardless of the location of work, type of work, or extent of work, shall be done with the approval of the School District.

SECTION 15010 – GENERAL REQUIREMENTS

4. Where work in a particular phase requires work to be done outside that phases' construction boundaries, this Contractor shall locate all new duct, pipe, and equipment to allow for new construction and/or to integrate with existing building construction.
5. Where ductwork is to be installed in an unconditioned space (due to space not being constructed when duct, pipe, etc., is required to be installed), the pipe and/or duct shall be insulated as specified for outdoors. Where new pipe is required to be installed in an unconditioned space or space which shall be exposed to freezing, the pipe shall be insulated as specified for outdoors and heat traced to prevent freezing (power wiring by this Contractor).
6. All new ductwork and piping shall be installed and coordinated with proposed new work.
7. All work required to be modified due to non-compliance with this section, General Conditions or Construction Sequencing, shall be removed, replaced and/or modified at no additional cost to Owner.
8. The permanent ATC system shall be operational for any new construction, regardless of phase. Existing and/or new DDC systems and all wiring shall be installed and protected during construction to facilitate phasing. The use of modular control panels (LSIS, SAC's, etc.) will be allowed as long as the system functions can be monitored and controlled from that location for that phase and be connected to main system upon completion of work. Owner to be instructed on operation (not part of instruction period).

3.14 ALLOWANCE

1. See Specification Section 15010 and 01210 - Allowances.

3.15 RELOCATION OF EXISTING EQUIPMENT

1. This Contractor shall be responsible for removal, storage, relocation and installation of all existing equipment shown or scheduled to be relocated or as may be required to remove existing equipment and/or install new equipment. This Contractor will be responsible for capping and reconnection of all existing services presently feeding existing equipment which must be relocated and/or modified and shall patch all adjacent surfaces to match existing.

3.16 PROTECTION OF SERVICES DURING CONSTRUCTION AND DEMOLITION

1. This Contractor shall repair, replace, and maintain in service any utilities, facilities or services (in existing areas where new work and/or demolition is to occur) which are damaged, broken, or otherwise rendered inoperative during the course of demolition and/or construction.
2. This Contractor shall effectively protect, at his own expense, his work, materials and/or equipment which may cause injury to building personnel during the construction period. All openings must be securely covered, or otherwise protected.
3. This Contractor shall be held responsible for all damage so done until his work is fully completed and finally accepted.
4. It shall be the responsibility of this Contractor to protect all existing construction and new motors, HVAC equipment, pumps, electrical equipment, plumbing fixtures and all construction during all phases of construction.

SECTION 15010 – GENERAL REQUIREMENTS

3.17 CUTTING AND PATCHING

1. Unless otherwise specified and/or shown on architectural, HVAC and/or structural plans and specifications, to be done by general contractor, this Contractor shall cut and patch walls, floors, ceilings, roof surfaces and all existing construction for the removal of existing equipment, fixture, piping, controls and other construction for the completion of work under this Contract. All equipment, piping, ductwork, furniture and all construction or materials that are disturbed during construction shall be stored and protected from damage until replaced.
2. Cutting shall be done only after shop drawings have been prepared and with the Architect's approval. This Contractor shall exercise proper care and shall not endanger the structure by indiscriminate cutting and shall be responsible for and shall protect all existing construction to remain from damage. Provide and maintain all necessary temporary protective materials, coverings and barricades.
3. This Contractor may hire the other prime contractors to perform this work or hire a pre-qualified, independent contractor. This Contractor shall be familiar with and assume all responsibility for any conflicts with union policy and provide supervision in such a manner as not to impede the progress of other trades and be responsible for the adequacy and accuracy of same.
4. Wherever previously unfinished areas are exposed by the removal of existing equipment, these areas shall receive new finishes to blend into the adjoining work.
5. Wherever existing chases must be enlarged to encase new work, they shall be enlarged to match the existing construction.
6. Wherever fire rated material must be patched, it shall be patched in a manner not to affect its fire rating.
7. All patching work must be done by skilled mechanics in a manner to minimize the patch effect. Wherever new painting is required, it shall be done with at least two coats over new materials.
8. The painting must not only cover the area of the actual patch, but also to the nearest natural break of the newly painted surface. Wherever the surrounding surface to be painted is in poor condition, all loose paint shall be removed before new paint is applied.
9. Patching of existing floor must be done in a manner to assure smooth undersurface and all joints must line up with existing.
10. Wherever new vinyl or rubber bases are to be supplied, they shall match adjoining bases in height and color.
11. Whenever existing ceilings are disturbed, they shall be replaced with new ceiling tiles or patched to match existing and all services, lights, fixtures, etc. supported temporarily and permanently reinstalled.
12. This Contractor shall remove and replace all ceilings required for his work with the exception of ceilings shown to be removed by general contractor on architectural plans.

SECTION 15010 - GENERAL REQUIREMENTS

3.18 NEW ROOF OPENINGS IN EXISTING ROOFS

1. Unless otherwise shown on plans, the general contractor shall cut all new openings in roof. Structural work by steel contractor or general contractor. General contractor to provide flashing and counterflashing for openings. This Contractor shall provide all curbs and equipment. Structural steel must be installed prior to cutting holes.
2. HVAC contractor shall verify opening locations by use of coordination drawing developed by this Contractor. Prior to any cutting or construction, this Contractor shall physically mark locations for all other prime contractors.
3. Once hole is cut by the general contractor, prior to duct or equipment being set, this Contractor shall temporarily protect the opening. After duct and/or curb or equipment is permanently installed by HVAC and flashed and counterflashed by general contractor, and opening is weatherproofed, it shall be the responsibility of the general contractor for any water damage.
4. As part of the coordination, the HVAC, structural and general contractors shall provide a schedule agreed to by all parties so that the new openings are permanently closed as soon possible. No opening shall be left temporarily sealed for an extended period of time, as determined by the construction manager.

3.19 REMOVAL

1. This Contractor shall remove existing systems as indicated on drawings.
2. All equipment, cabinets, ductwork, pipe controls, all pipe insulation (except any asbestos insulation), hangers, electric wiring and all construction and appurtenances shall be removed, to complete all work under this Contract. All work by this Contractor.
3. Equipment identified by Owner, prior to removal, that is to be retained by the Owner, which is not to be re-installed, and is to remain the property of the Owner shall be removed undamaged and stored in the building. Location shall be determined by the construction manager at no additional cost to Owner. This Contractor shall then load, transport and unload equipment from building to a site designated by Owner within 20-mile radius of site.
4. Removed ductwork, registers, equipment, automatic controls, pneumatic tubing, piping, pipe insulation and electric wiring and all debris shall be removed from the building and site in accordance with general conditions and shall be disposed of in accordance with all applicable environmental rules and regulations. Failure to properly dispose of materials in a proper manner that result in fines, penalties or additional cost are the responsibility of this Contractor.
5. All debris in areas occupied by the building personnel during periods of building operation shall be removed daily.
6. This Contractor shall patch all wall, floors and ceilings and roof surfaces to match existing adjacent surfaces where obsolete equipment, piping, ductwork, controls and wiring are removed.
7. Work shown on drawings may not indicate all equipment, pipe, etc., nor exact routes, sizes, locations, etc. The drawings are not to be used for estimating detailed take-off for amount of work required, drawings are for reference only. This Contractor shall visit site to determine extent of work and all conditions.

SECTION 15010 - GENERAL REQUIREMENTS

8. Where existing louvers are shown to be removed, the HVAC contractor shall remove and provide temporary closure and general contractor to provide permanent construction unless otherwise specifically indicated.

3.20 BUILDING ALTERATION WORK

1. This Contractor shall furnish all labor, equipment and materials required to complete alteration work in the building. Unless otherwise indicated on architectural drawings, this Contractor shall remove existing construction and replace, to remove existing equipment and/or install new equipment in conjunction with the work.
2. Cut, patch and paint walls, floors, ceilings, roof surfaces and all construction for the installation of equipment, piping and controls.
3. Cut and patch exterior walls for the installation of air intake and exhaust. Finish to match existing adjacent surfaces.
4. Where existing electrical HVAC or plumbing work, due to removal of existing and/or installation of new equipment, is required to be removed. This Contractor shall disconnect existing equipment, cap services in a safe manner, remove equipment, store in a location to prevent damage, replace equipment, patch construction to match existing conditions and reconnect equipment to existing services.
5. This Contractor shall either retain qualified independent contractors or utilize the other on-site contractors. This Contractor shall assume all requirements for any conflicts with union policy and be responsible for same. This Contractor shall furnish necessary shop drawings and supervision, in such a manner as not to impede the progress of other trades and be responsible for the adequacy and accuracy of same.

3.21 FLUSHING OF EXISTING SYSTEM

1. Refer to Specification Section 15720 for details.
2. This Contractor shall flush the entire schools' hot water heating system. Flush chilled water system and condenser water.
3. In addition to the work specified, there shall be provisions to install additional new automatic air vents on existing system.
4. These shall be installed where contractor has determined that the existing air venting system will not allow for proper bleeding of the existing system after flushing.
5. The contractor shall refer to unit price schedule for additional air vents or for air vents not used.

END OF SECTION
15010.6244

SECTION 15110 - BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 MATERIALS AND EQUIPMENT

1. All material and equipment used for this contract shall be unused and of the latest model or design available. Equipment shall be installed in strict accordance with manufacturer's recommendations and details.
2. Materials not specifically described but indicated or incidentally required shall be acceptable to the Architect and/or Engineer. Submit shop drawings. Materials shall be delivered, stored and handled so as to preclude injury by weather, dirt or abrasion.
3. This Contractor shall use only specifically assigned areas for storage of materials and construction operation, unless other areas are authorized by the Owner. Such areas will be identified after the award of Contract by Owner. Comply with local municipal regulations regarding use of and parking on public streets.
4. This Contractor shall repair streets, drives, curbs, sidewalks and any existing surface where disturbed by construction operations and leave them in as good condition after completion of the work as before operations started.

1.02 PROTECTION

1. No pipe shall be left open any longer than is required to affix the next piece. If pipe ends are to be left for an extended period, they shall be closed with approved plugs or caps.
2. All equipment shall be covered to protect it from damage; all damage is the responsibility of this Contractor.
3. Any pipe, equipment or construction in existing building shall be done in such a manner to prevent injury to building personnel. Particular care must be taken for any work which will be done during building's normal operation.

1.03 IDENTIFICATION OF PIPING

1. Use color scheme for painting listed in "Scheme for identification of Piping System", ANSI A-13 and Rust-Oleum Corporation Form # 117 or approved equal. Paint identifying band of color near each valve and fitting, on both sides of pipes passing through wall, and on long pipe runs approximately every 30' (closer when directed), throughout building.
2. All new exposed pipe in any occupied area, including insulation, hangers, supports and all appurtenances, shall be painted color to match existing. All equipment without factory finished paint shall be painted. All painting shall receive two coats as specified for painting (see Section 15010).

Color Coding

Hot Water Primary Supply Return	Red
Hot Water Secondary Supply Return	Dark Red

SECTION 15110 - BASIC MATERIALS AND METHODS

3. Stencil on pipe, near each valve, name of pipe contents in abbreviated form, size of pipe, and arrow indicating direction of flow. Place legend in such location that it can be read from floor. Size of stencil letters shall vary with the size of pipe.
4. Seaton "SETMARK" pipe markers or approved equal are acceptable.

1.04 TESTING

1. At the completion of all work, and before any covering is applied, all piping except drainage shall be tested hydrostatically at a pressure equivalent to 150% of the working pressure or to material test pressure, if lower. All piping concealed in any manner shall be tested before being concealed. Maximum drop in pressure permissible shall be 2 psi in 24 hours.
2. Testing shall be in accordance with ANSI B31.1 in all test gauges, traps and all other apparatus which may be damaged by the test pressure shall be removed or valved off from the system before tests are made.
3. Where new pipe is shown or required to be connected to existing pipe or equipment, existing and new pipe shall be tested. Tests for new pipe and equipment in existing areas shall be done only after building normal occupied period. All tests shall be done in such a manner as to avoid injury to building personnel and protection of existing construction from damage which may occur, due to test or failure of test and/or tested material.
4. In existing building, all required tests on new and/or existing systems shall only be done after normal school hours. All tests done in building shall be done in such a manner as to avoid injury to building personnel and damage to existing and/or new construction. Protect all new and existing construction from damage which may occur as a result of the test or failure of test material.

1.05 PRESSURE RATINGS

1. All equipment and materials shall have a working pressure as determined by A.S.M.E. (or similar body), of not less than 125 P.S.I.

1.06 SLEEVES

1. All pipes passing through construction shall be fitted with flush sleeves of sufficient diameter to pass the insulation. Sleeves shall be 20 USG galvanized iron, except in masonry, where steel pipe sleeves shall be used. Sleeves in waterproof construction shall be steel pipe, waterproofed with modular mechanical synthetic rubber seals equivalent to "Link Seals" (Thunderline or approved equal). In floors, they shall extend an inch above the floor.
2. In fire divisions, sleeves shall be constructed of fire-retardant material and shall be installed to maintain the fire integrity of the fire division.
3. All materials and construction methods shall be installed in accordance with the manufacturer recommendations and the requirements of the IBC Code or any other applicable code.

SECTION 15110 - BASIC MATERIALS AND METHODS

PART 2 PRODUCTS

2.01 PIPE

1. Steel pipe shall be Schedule 40; electric welded, ASTM-A53, Grade A, plain or galvanized as specified under applicable system. Schedule 80 shall be used for condenser water.
2. Copper tubing shall be hard temper "Type L" except that all piping underground shall be "Type K", conforming to ASTM-B-88.

2.02 PIPE FITTINGS

1. All welded fittings shall be of the same thickness and material as the pipe meeting ASTM-A234. Branch connections shall be made with Weldolets or welding fittings.
2. All flanges shall conform to A.S.A. B-16 using gaskets suitable for the service.
3. Cast iron screwed fittings shall be 125 psi cast iron, ASTM-A-126.
4. Malleable iron fittings shall be 150 psi WSP conforming to ASTM-A-338.
5. Fittings for copper tubing shall be wrought copper of the Solder Type conforming to A.S.A. B16.22.

2.03 GATE, GLOBE AND CHECK VALVES

1. All valves 2" or smaller shall be ball valves and shall be bronze solder end valves in copper tubing and screwed end in other lines. Globe and swing check valves shall be 125 psi WSP, 200 psi WOG with renewable composition disc.
2. All valves used for throttling shall be globe type with 500 Brinnel full plug and removable seat.
3. Non-slam checks shall be used on all pump discharges, elsewhere at contractor's option.

2.04 PLUG AND BALL VALVES

1. Plug and Ball Valves shall be 150 psi WOG with full port. Valves used for balancing shall have infinite throttling handle and adjustable stops. All valves bubble tight shut-off.
2. All valves 2½" or larger shall be 125 psi WSP, 200 psi WOG bronze mounted, silicon bronze stem, outside screw and yoke, bolted bonnet and followed gland, iron body, flanged end, wedge gate valves. Valves shall be provided with back seat to permit packing under line pressure, Globe and Swing check valves shall be of similar construction with renewable, regrinding, bronze disc and seat.

2.05 UNIONS

1. Unions shall be installed for the removal of equipment.

SECTION 15110 - BASIC MATERIALS AND METHODS

2. Unions 2" and smaller in copper tubing shall be all brass, ground joint, solder end. In other lines, screw end, malleable iron, 125 psi WSP, 300 psi WOG of the ground type.
3. Unions 2½" and larger in copper tubing shall flanged pattern, all brass, solder end. In other lines, 125 psi WPS-175 psi WOG, cast iron flanged pattern, black or galvanized to match piping.

2.06 ESCUTCHEON PLATES

1. Where any pipe passes into a finished space, there shall be provided a solid brass, chrome plated, escutcheon plate held to the pipe mechanically or fastened to the building construction.

2.07 ANCHORS

1. Anchors of approved design shall be provided where shown or required for the property control of the stress due to expansion. Anchors shall be heavy metal sections securely fastened to the building construction.

2.08 ANCHOR BOLTS

1. This Contractor shall furnish and install anchor bolts as required for the equipment. Anchor bolts shall be DECO's (or approved equal) standard anchor with floating nut, adjustable ½" in any direction. Grout all bases.

2.09 DRIP PANS

1. Provide drip pans of adequate size for all pipes and equipment carrying liquid or, liquid vapors where pipes pass over areas or equipment requiring protection. Drip pans shall be constructed of stainless steel, minimum 20-gauge, provide 3" deep pan. Provide drain line to closest sanitary line (minimum 2" diameter).

2.10 ACCESS PANELS

1. Furnish and install access panels not smaller than 18"x18", for access to all concealed valves, automatic dampers, equipment, accessories, etc.
2. Access panels shall be all steel construction with a 16-gauge wall or ceiling frame and a 16-gauge wall or ceiling frame and a 14-gauge panel door with not less than 1/8" insulation secured to inside of door.
3. Doors shall have concealed hinges and cylinder lock except doors for wall panels may be secured with suitable clips and countersunk screws.
4. Access panels shall be flush with finished wall or ceiling and shall be painted to match adjacent surfaces. Access panels behind finished surfaces shall have color coded marking on finished surface to indicate location of doors and type of equipment.
5. Access panels in fire rated construction shall be fire rated.

SECTION 15110 - BASIC MATERIALS AND METHODS

2.11 HANGERS

1. All piping shall be supported by hangers, concrete inserts, and insulation saddles conforming to MSS-SP-58.
2. Hangers for steel pipe and copper tube shall be spaced not over 8' or as required by applicable code.
3. Vertical runs of pipe shall be supported by riser clamps except that pipe 1 ¼" and smaller may be braced by galvanized malleable iron fasteners. A hanger shall be placed no further than 24" from each change in direction of piping.
4. Hangers for copper tubing shall be copper plated, and completely encircle the tubing. Hangers for insulated pipe shall be outside insulation with sheet metal between insulation and hanger.
5. Hangers shall not be connected to or supported from other pipe, conduits or any other equipment, and shall only be supported directly from building structure.
6. All hangers shall be installed in strict accordance with manufacturers' requirements and good industry standards.
7. Where existing construction is disturbed, removed and/or modified to install new hangers, the existing construction disturbed shall be repaired and/or replaced and finished to match adjacent surfaces.
8. Provide saddles under all pipe, see Section 15180 for specifications. All saddles on exposed pipe shall be painted.
9. Where hangers, support pipe or equipment is exposed in finished spaces, any penetrations of finished surfaces by hanger or supports shall have escutcheons or device to cover opening. All hangers in finished areas shall be painted and done in a neat workmanlike manner. Where hangers or supports may cause injury or are below 8'-0", provide color coded foamed glass finished padding minimum 1½" thick. Padding to be installed so that there are no rough exposed edges. All padding to be installed with fastening devices; no tape allowed.
10. Provide Unistrut or approved equal for mounting of pipe where building structural elements are not adequate.

PART 3 EXECUTION

3.01 INSTALLATION OF PIPING

1. All fittings, offsets, etc., may not be shown. This Contractor shall determine their necessity by investigating conditions at the site. This Contractor shall use shop drawings for exact locations.
2. All piping above ground shall be run parallel with the lines of the building in the most direct manner, concealed in furred spaces where possible.
3. Pipes shall be cut accurately and placed without springing or forcing all burrs removed.

SECTION 15110 - BASIC MATERIALS AND METHODS

4. All water piping inside the building shall be properly graded to drain equipped with a ½" hose outlet and angle drain valves.
5. All changes in size of piping shall be made by reducing fittings; no bushing will be permitted unless approved.
6. This Contractor shall determine, with approval, where expansion joints, loops or anchors will be required due to space restrictions prohibiting proper runout flexibility.
7. Valves, air vents, balancing cocks, etc., shall be placed in accessible positions, and flush metal access doors, (18"x18" minimum size), with necessary lintels, etc., provided where they are concealed.
8. All piping shall be located to prevent freezing. Where pipe is located in areas subject to freezing, provide freeze protection and insulation.
9. This Contractor to coordinate all pipe runs with other contractors. Where coordination of this contractors' work requires a modification of his equipment, layout, pipe runs, offsets in pipe, or additional pipe from what is diagrammatically shown on contractor documents, this shall be done at no additional cost to owner.

3.02 JOINING DISSIMILAR METALS

1. Where copper is jointed to steel, joints shall be made by means of brass or bronze adapter in a cast iron fitting or by means of an electrochemically insulated union. Hangers supporting copper tubing shall be copper or copperized. Copper tubing lines shall not be, even temporarily supported or secured to ferrous metals.

3.03 FOUNDATIONS

1. Foundations shall be provided by this Contractor for all equipment mounted on concrete floors and shall be of concrete construction not less than 6" high unless otherwise shown. Details of all foundations shall be submitted for approval.
2. Foundations or footings for structural steel supports shall be carried to a point not less than 12" below the underside of the floor slab, except where rock is encountered at less depth, then foundation may set on the rock. All foundations shall be built to templates and reinforced as required by the load to be imposed upon them.

3.04 STRUCTURAL STEEL

1. This Contractor shall furnish and install all structural steel, supports, braces, hangers, etc., required for his contract unless shown as being furnished and/or supplied by others.
2. Structural steel shall conform to "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the American Institute of Steel Construction, and where applicable, "Code for Welding Building Construction", of the American Welding Society.

SECTION 15110 - BASIC MATERIALS AND METHODS

3. All structural steel design for support of HVAC system shall be the responsibilities of this Contractor. The design shall be prepared by a Registered Professional Engineer licensed in the state where work is being performed, whose seal should be affixed to plans.

3.05 PLENUM AREAS

1. Any duct plenum area, ceiling or room plenum shall not contain any combustible material, and all wiring and/or piping shall be suitable and approved by local authorities for plenum installation.

END OF SECTION
15110.6244

SECTION 15180 - INSULATION

PART 1 GENERAL

1.01 SCOPE

1. All surfaces throughout the work shall be insulated with fiberglass insulation as indicated in applicable section.
2. Removal and replacement of existing insulation for new work.
3. All insulation thickness and R Value shall be installed in accordance with ASRAE 90.1, latest edition.

PART 2 PRODUCTS

2.01 PIPE INSULATION

1. All piping throughout the work shall be insulated with fiberglass pipe insulation in thickness, indicated in Part 3.04, of high density and with jacket indicated in the applicable section with the exception that outside, or areas exposed to freezing; thickness shall be doubled.
2. All pipe shall be insulated in such a manner as to prevent condensation on all pipe surfaces and appurtenances. All pipe insulation to be tightly butted and sealed to prevent condensation.
3. Vapor barrier jackets shall have self-sealing lap joint, and joints between sections shall be covered with a 4" wide strip to self-sealing vapor barrier materials. Aluminum bands shall be applied, two to a section on all indoor insulation.
4. On outdoor installations, provide double insulation thickness with 20-gauge stainless steel jacket, stainless steel banded or stainless-steel screws. Note: All hot water heating pipe to be heat traced.
5. All pipe exposed in finished areas shall be painted color selected. All other pipe exposed in any finished area. Where pipe is located below 8'- 6" AFF and all pipe exposed in shops and any other location; insulation shall have stainless steel jacket same as indicated for outdoor pipe, except with no exposed joints or seams.
6. All pipe insulation located inside of building shall be plenum rated.

2.02 DUCT INSULATION

1. All new supply ducts in unconditioned spaces shall be insulated with high density fiberglass blanket insulation, UL labeled faced with aluminum foil covered, glass reinforced, flameproof, kraft paper.
 - A. Duct insulation R Values shall be in accordance with 2015 International Energy Conservation Code, Section C403.2.9.

Unconditioned Space – R=6.0 per requirements indicated for the climate zone of the building.

SECTION 15180 - INSULATION

2. Duct insulation and linings shall not glow, flame or smolder when tested at their rated temperatures in accordance with ASTM-C-411, test temperature 250° F. or greater.
3. Duct coverings shall not penetrate fire resistance rated enclosures nor partitions required to be fire rated. Duct insulation at rated enclosure shall have insulating material in accordance with applicable code.
4. Duct supports shall not penetrate duct insulation.

PART 3 EXECUTION

3.01 INSTALLATION OF PIPE INSULATION

1. All pipe insulation shall be applied over dry, clean surface with joints tightly butted and jacket firmly and securely attached and smoothed. Insulation shall be continuous through wall, floor or ceiling openings and sleeves.
2. All valve bodies and fittings shall be insulated with preformed fittings of thickness equivalent to adjacent insulation and jacketed with same material. At Contractor's option, except in plenums, outdoors and where not permitted by code; provide precut fiberglass insulation blanket of same insulation thickness as adjacent insulation with a preformed snap on type molded PVC jacket, cover edges with vapor barrier adhesive or vapor barrier tape.
3. Provide metal shields under all hangers or pipe supports on outside of insulation; on roller supports provide pipe shoe cavity with insulation. Insulation inserts shall be heavy duty insulation material length 12" up to 6" dia. pipe 16" long on 8" & 10" pipe & 22" long on 12" pipe and larger. Where insulation cannot support pipe, provide Kaylo or approved equal insulation. Provide vapor barrier. **HANGERS SHALL NOT PENETRATE PIPE INSULATION.** Paint shields on exposed pipe same color as pipe. If pipe is not painted and insulated, paint same color as insulation (white).
4. All pipe connections to equipment shall include all insulation to cover openings to unit unless manufacturer provides method of closure.
5. All pipe insulation to be installed in accordance with insulation manufacturers' requirement to provide moisture tight and thermal performance per specifications and manufacturer's requirements.
6. Pipe feeding radiation in enclosures, no insulation is required.
7. All pipe insulation to be continuous with no breaks in vapor barrier. All pipe supports shall have sheet metal shields.

3.02 INSTALLATION OF DUCT INSULATION

1. Insulation shall be pasted to the duct using "3M" EC-321 or approved equal with joints butted and taped with "Scotch No. 47A" or approved equal flame-resistant vinyl baked tape and dry dust free surface using nylon sealing tool. Tape to be used to seal joints only, NOT TO HOLD INSULATION TO DUCT.

SECTION 15180 - INSULATION

2. In lieu of pasting insulation to duct it may be impaled on 12-gauge mechanical fasteners welded or glued on 12" to 18" centers with minimum of two (2) rows, per side-seal protruding pin with mastic and secure with metal cap.
3. Duct coverings shall not penetrate fire resistance rated enclosures nor partitions required to be fire rated.
4. Insulation shall fit between seams and stiffeners. All joints tightly butted.
5. All duct insulation shall be installed per manufactures' requirements.

3.03 INSULATION THICKNESS

1. Minimum pipe insulation thickness shall be in accordance with the International Energy Efficiency Code (Latest applicable edition), Table C403.2.1 or local requirements and the following table:

Fluid Design Operating Temp. Range (°F.)	Insulation Conductivity		Nominal Pipe or Tube Size (in.)				
	Conductivity Btu·in./(h·ft ² ·°F)	Mean Rating Temp. °F	<1	1¼ to <½	1½ to 4	4 to <8	≥8
141-200 Hot Water Heating	0.25-0.29	125	1.5	1.5	2.0	2.0	2.0

- A. For hot water piping small than 1½" and located in partitions within conditioned spaces and/or in pipe enclosures, reduction of these thickness by 1" shall be permitted, but not to a thickness less than 1".

END OF SECTION
15180.6244

SECTION 15190 - TESTING AND BALANCING

PART I GENERAL

1.01 SCOPE

1. Provide all labor, materials and miscellaneous items as required to perform all the testing and balancing of ALL air and water system devices and/or systems indicated on plans and/or in the specifications as the mechanical contractor's scope of work.
2. Provide all labor, materials and miscellaneous items as required to perform the testing and balancing of ANY air and water system devices and/or system indicated on plans and/or in the specifications to be provided by TAB contractor.
3. The TAB contractor is to furnish and install all sheaves and pulleys for new and existing HVAC equipment where indicated on plans and/or in the specifications.
4. The TAB contractor shall rebalance 10% of the air and water devices and/or systems after the final balancing report is completed and reviewed by the mechanical engineer. The rebalancing scope shall be as directed by the mechanical engineer's review comments of the final balancing report.

1.02 APPROVALS

1. All work to be done in accordance with the following:
 - A. American National Standards Institute (ANSI): Specification for Sound Level Meters
 - B. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): ASHRAE Handbook of Fundamentals latest edition.
 - C. Associated Air Balance Council (AABC): 2002 AABC National Standard for Total System Balance
 - D. National Environmental Balancing Bureau (NEBB): 1998 Procedural Standards for Testing-Balancing Adjusting of Environmental System; 2nd Edition.

1.03 TESTING AND BALANCING

1. Upon completion of the installation and field testing, performance test and adjust all air, water, and/or steam system to provide the air volume and water flow quantities indicated and sound levels required. Accomplish all work in accordance with the agenda and procedures specified by AABC and standards of the NEBB. Correct air and water system performance deficiencies disclosed by the test before balancing the systems.

1.04 AGENCY QUALIFICATIONS

1. This Contractor shall obtain the services of a qualified testing organization to perform the testing and balancing work. Prior to commencing work the testing organization shall have been approved by the Architect/Engineer.

SECTION 15190 - TESTING AND BALANCING

2. The criteria for determining qualifications shall be membership in the AABC, or certification by the NEBB, or the testing organization shall have submitted proof to satisfy the Architect/Engineer that the organization meets the technical standards for membership of the AABC.

1.05 AGENDA

1. Review plans and specifications prior to installation of any of the affected system. Submit a written report to the architect indicating any deficiencies in the system.
2. An agenda shall be submitted and approved by the architect prior to start of testing and balancing work. Include the following:
 - A. General description of each system with its associated equipment, and operation cycles.
 - B. A complete listing of all flow and air terminal measurements to be performed.
 - C. Proposed selection points for sound measurements.
 - D. Specific test procedures and parameters for determining specified quantities; e.g. flow drafts, sound levels, etc.
 - E. Samples of forms showing applications of procedures and calculations.

1.06 PROCEDURES, GENERAL

1. Adjust systems and components thereof that perform as required by drawings and specifications.
2. Operating tests of heating and cooling coils, fans and other equipment shall be of not less than 4 hours duration after stabilized operating conditions have been established.
3. Method of application of instrumentation shall be in accordance with the approved agenda.
4. Instruments used for measurements shall be accurate. Calibrate each test instrument by an approved laboratory or by the manufacturer. The engineer has the right to request instrument recalibration, where accuracy of readings is questionable.
5. Comply with manufacturer's certified instructions.
6. Do not install permanently installed equipment for the tests, e.g. gauges, thermometers, etc., until just prior to the tests to avoid damage and changes in calibration.

1.07 BALANCE & BALANCE REPORT SCHEDULE

1. The HVAC contractor shall provide the balance report and submit to the Architect/Owner as a shop drawing, which shall be distributed and reviewed in accordance with the general conditions.

SECTION 15190 - TESTING AND BALANCING

2. Any and all work required for balancing of the system shall be done prior to the HVAC contractor submission of Billing for Substantial Completion.
3. Balancing shall include initial and final balancing. All adjustments to the system to provide the required flows, pressure temperatures, etc., shall be completed. Where adjustments to the system are required to provide proper specified performance, this work shall be done at no additional cost to owner.
4. Where any modifications, adjustments, replacement of equipment, removal and replacement is required to provide proper system performance, this work shall be done by the HVAC contractor at no additional cost to owner.
5. Where any of the above required modifications, etc., results in the removal, replacement, repair, modification, and/or other work of other prime contractors or subcontractors, the cost of this additional work shall be the responsibility of the HVAC contractor and shall be completed at no additional cost to owner.
6. The final approved balance report shall be provided to the inspecting authority having jurisdiction prior to substantial completion and is a condition to receive the Certificate of Occupancy or Temporary Certificate of Occupancy.
7. It is the HVAC contractors' responsibility to have the system completed and ready for balancing to meet the specified performance, construction and completion schedules per the General Conditions.
8. The requirements of this specification are applicable to all phased projects. For phasing, refer to General Conditions.

PART 2 EXECUTION

2.01 AIR SYSTEMS GENERAL REQUIREMENTS

1. All systems shall be balanced to provide air flow rates measured and adjusted to within 7.5% of the design rates. Provide a typed or computer-generated balance report using standard AABC forms and industry accepted practices for presentation. Where conditions do not allow for system to achieve the specified values, is to be clearly indicated prior to submission of balance report as a separate professionally prepared industry standard form.
2. Review of Documents - It shall be the responsibility of this Contractor and balancing contractor to thoroughly review the design drawings prior to submission of shop drawings and indicate where there may be possible problems with accessibility to equipment to allow for proper balancing or where system design will not allow for proper balancing and provide written description of possible problems. The balancing contractor shall review pipe and sheet metal shop drawings and shall provide written confirmation that this has been done. Coordinate with this Contractor for locations of all volume control devices. Where volume control devices are required for proper balancing of the system, they shall be provided by this Contractor at no additional cost to owner.
3. Air systems shall be balanced in a manner which shall first minimize throttling losses, then fan speed shall be adjusted to meet design flow conditions.

SECTION 15190 - TESTING AND BALANCING

4. After completion to tests, adjustments and balancing under minimum fresh air conditions, set the system for 100% fresh air. Repeat the total CFM tests as specified above to check field versus design conditions. The results under 100% fresh air cycle shall agree with conditions found under "minimum fresh air operation" before the system is considered to be in balance. Adjustments of the proper dampers shall be made to achieve balance.
5. This Contractor shall include as part of his bid, cost to rebalance system after initial and final adjustments based on field conditions, owners' request or problem areas. For purposes of the bid, the contractor shall assume a maximum of 10% of all air devices to be rebalanced, to include rebalancing of the fans associated with the air devices.
6. This Contractor shall be certified by N.E.B.B. or A.A.B.C.
7. This Contractor shall notify Owner or his representative in a timely manner prior to balancing system so that if they elect, they may accompany balancing contractor.
8. The system shall be commissioned as specified and all balancing shall be done accordance with time schedule as specified above and in General Conditions.

2.02 AIR SYSTEM PROCEDURES

1. Adjust all air handling systems to provide the required design air quantity to, or through, each component.
2. Adjust equalizing devices to provide uniform velocity across the inlets.
3. Use flow adjusting (volume control) devices to balance air quantities only.
4. Balancing between runs (submains, branch mains, and branches): Use flow regulating devices at, or in, the divided - flow fitting.
5. Final Measurement of Air Quantity: Make final measurements of air quantity, after the air terminal has been adjusted to provide the optimum air patterns of diffusion.
6. Fan Adjustment: Total air system quantities, generally, shall be varied by adjustment of fan speeds.
7. Except as specifically indicated herein, make pitot tube traverses of each duct to measure air flow therein.
8. Pitot tube traverse may be omitted if the duct serves only a single room or space and its design volume is less than 2,000 cfm.
9. Where ducts' design velocity and air quantity are both less than 1000 (fpm/cfm), air quantity may be determined by measurements at terminals served.
10. Test holes shall be in a straight duct, as far as possible downstream from elbows, bends, take-offs, and other turbulence generating devices.

SECTION 15190 - TESTING AND BALANCING

11. Air Terminal balancing: Measurement of flow rates by means of velocity meters applied to individual terminals shall be used only for balancing. Measurement of air quantities at each type of air terminal (inlet and outlet) shall be determined by the method approved for balancing agenda.
12. The volume dampers, splitters and deflectors shall be adjusted so that the air velocities and volume will be as specified.
13. A further balance shall be made on temperature basis to maintain uniformity throughout, if so directed.
14. With the fan supply set to handle normal minimum outdoor air, the balancing firm shall perform the following tests and compile the following information.

A. Air Handling Equipment

1. Design Conditions

- a. CFM Supply Air
- b. Static Pressure
- c. Motor HP
- d. Code Required Outside air CFM
- e. Outside air CFM
- f. Fan RPM

2. Installed Equipment

- a. Manufacturer
- b. Size/Model Number
- c. Motor HP, Voltage, Phase, Full Load Amperes

3. Field Test

- a. Fan Speed
- b. No Load Operating Amperes
- c. Fan Motor Operating Amperes
- d. Calculated BHP

4. Test for Total Air

- a. Size of discharge, return air, and outside air ducts.
- b. Number and locations of velocity readings taken and Static Pressure readings taken.
- c. Duct Average Velocity
- d. Total CFM
- e. Outside air CFM
- f. Return air CFM

SECTION 15190 - TESTING AND BALANCING

B. Individual Outlets (diffusers, registers and/or grilles):

1. Identify each outlet or inlet as to location area and fan system, outlet, manufacturer, and type, outlet size, free area, core area, or neck area, required FPM and test velocity and CFM and test results.

2.03 WATER SYSTEM PROCEDURES

1. Adjust heating, cooling, and condensing water systems to provide required quantity to, or through each component.
2. Measure water quantities and pressures with calibrate-meters.
3. Use venturi tubes, orifices, or other metering fittings and pressure gauges. Adjust systems to provide the approved pressure drops, prior to the capacity testing. Where flow metering fittings are not installed, measure temperature differential across the heat transfer equipment.
4. Position automatic control valves for full flow through the heat transfer equipment.
5. Pumps

A. Field Test

- Discharge pressure at full flow and no flow.
 - Suction pressure at full flow and no flow.
 - Operating head and GPM.
6. All heat transfer equipment heating and cooling elements and primary and secondary takeoffs.

A. Design Data

- MBH specified
 - GPM specified
 - Entering Water Temperature (E.W.T.)
 - Entering Air Temperature (E.A.T.)
 - Water Temperature Drop (W.T.D.)
 - Element type specified
7. Water quantities and capacity shall be measured by temperature taken.

END OF SECTION
15190.6244

SECTION 15720 - WATER CIRCULATING SYSTEMS

PART 1 GENERAL

1.01 SCOPE

1. The work under this heading shall include the furnishing and installation of:
 - A. All piping including connections to all equipment and installation of all control devices required for the proper functioning of the work. All insulated valve, materials and specialties necessary for the proper functioning of work. Connections to all equipment requiring connections to this water circulating systems whether furnished under this section or not.
 - B. Connections to, modifications of, and/or removal of existing systems due to new work.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

1. Hot Water Heating - Black Steel Pipe Schedule 40 or Copper Tube Type "L".

2.02 PIPE INSULATION

1. Hot water heating per Section 15180.

2.03 AIR CONTROL DEVICES

1. Furnish and install air control devices of type and size shown on drawings or as required for proper system operation.

2.04 BALANCING FITTINGS

1. Furnish and install at the return end of each terminal device, fin tube circuit, unit heaters, coils, heat pumps, etc., a plug valve of same size as run-out.

PART 3 EXECUTION

3.01 SYSTEM BOIL OUT

1. Existing hot water heating system that has been disturbed is to be filled and sufficient detergent and dispersant added to remove all dirt, oil and grease. System shall be circulated for at least forty-eight (48) hours. The automatic make-up valve shall be checked to be sure it is operating. The system shall have strainer baskets cleaned and replaced after each cleaning. The existing system shall be completely flushed a minimum of three times. This work shall be done in the presence of the construction manager and in the presence of, and per the chemical treatment subcontractor, and be done prior to commissioning.
2. After boil is out completed, initial water treatment shall be added.
3. All work shall be done under the instruction and supervision of a reputable local water treatment contractor, which firm shall be submitted for approval.

SECTION 15720 - WATER CIRCULATING SYSTEMS

4. Where new pipe is shown to be connected to existing pipe, the new pipe shall be cleaned and tested as specified below. All cleaning shall be done with valves at connection to existing system closed. Provide method to fill and drain system.
5. This Contractor shall be responsible for furnishing and installing additional chemicals due to new water required due to drainage and increased amount of water in system due to new pipe and equipment.

3.02 BALANCING

1. For balancing, see Specification Sections 15190.

3.03 TESTS WATER PIPING

1. All piping shall be hydraulically tested for a period of four (4) hours to the following pressure or 1½ times working pressure; before insulation is installed, minimum 150 psi for chilled and hot water heating systems.
2. During the period of tests, all welds, joints, etc., shall be coated with a soap emulsion to test for leaks. Any leaks that are disclosed by the test shall be made tight and all joints left free of all imperfections. The four-hour test period shall continue after any imperfections have been perfected. All piping in chases or concealed shall be tested before they are covered.

END OF SECTION
15720.6244

SECTION 15810 - AIR HANDLING EQUIPMENT

PART 1 GENERAL

1.01 SCOPE

1. Furnish and install all fans and air handling units. Leave equipment completely installed so that only the connection of auxiliary services is required to make ready for startup. Provide all materials, miscellaneous equipment and interconnecting piping required for the proper function of the work.
2. Existing air handling units shall remain and be modified per specifications and drawings.

1.02 CERTIFICATION

1. All fans shall have AMCA Certified ratings for sound and performance and bear UL label and manufacturer be 150 9001 certified facility.

1.03 ENERGY EFFICIENCY

1. All motors shall be premium high efficiency type.

1.04 BALANCING

1. Balance all equipment per manufacturer requirements and Section 15190.

PART 2 PRODUCTS

2.01 ROOFTOP CENTRIFUGAL FAN

1. Rooftop centrifugal fan shall be a spun aluminum, roof mounted, belt-driven, downblast centrifugal exhaust ventilator.
 - A. Fan shall be manufactured at an ISO 9011 facility and be listed by UL: 705. Fan shall bear the AMCA Certified Ratings Seal for Sound and Air Performance.
 - B. Fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum shall be bolted to a rigid aluminum support structure. The aluminum base shall have continuously welded curb cap.
 - C. Top cap shall have stainless steel quick release latches to provide access into the motor compartment. An integral conduit chase shall be provided through the curb cap.
 - D. The motor, bearings and drives shall be mounted on a minimum 14-gauge steel power assembly, isolated from the unit structure with rubber vibration isolators, enclosed in a weather-tight compartment, separated from the exhaust air stream.
 - E. Lifting lugs shall be provided. Unit shall bear an engraved aluminum nameplate. Nameplate shall indicate design CFM, static [pressure and maximum fan RPM. Unit shall be shipped in ISTA Certified Transit Tested Packaging.

SECTION 15810 - AIR HANDLING EQUIPMENT

- F. Wheel shall be centrifugal backward include, constructed of 100% aluminum with aerodynamic aluminum inlet cone. Wheel shall be balanced in accordance with AMCA Standard 204-96.
- G. Motor shall be premium efficiency heavy-duty type with permanently lubricated sealed ball bearings.
- H. Bearings shall be for use in air handling applications. Construction shall be heavy-duty re-greaseable ball type in a cast iron pillowblock housing selected for a minimum L50 life in excess of 200,000 hours. Belts shall be oil and heat resistant, non-static type.
- I. Drives shall be precision machined cast iron type, keyed and securely attached to the wheel and motor shafts. Drives shall be sized for 150% of the installed motor horsepower. The variable pitch motor drive must be factory set to the specified fan RPM. Fan shall have disconnect switch, backdraft damper, birdscreen, galvanized sound self-flashing curb.
- J. Paint fan color selected. Provide name tag.

2.02 UPBLAST CENTRIFUGAL FAN ROOF EXHAUST FAN (FUME HOOD APPLICATIONS)

1. Fan shall be a spun aluminum, roof mounted, belt driven, upblast centrifugal exhaust ventilator.
2. Fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. Provide Aluminum structural components shall be constructed of minimum 16-gauge marine alloy aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have a one-piece inlet spinning and continuously welded curb, cap corners. Two-piece top cap shall have stainless steel quick release latches to provide motor compartment access. An external wiring compartment with integral conduit chase shall be provided. The motor, bearings and drives shall be mounted on a minimum 14-gauge steel power assembly, isolated from the unit structure with solid vibration isolators. These components shall be enclosed in a weather-tight compartment, separated from the exhaust air stream. Lifting lugs shall be provided. Unit shall bear an engraved nameplate which shall indicate design CFM, static pressure and maximum fan RPM. Unit shall be shipped in ISTA certified transit tested packaging.
3. Wheel shall be centrifugal backward inclined, constructed of 100% aluminum and cast aluminum hub. Wheel inlet shall overlap aluminum inlet cone. Wheel shall be balanced.
4. Motor shall be heavy duty premium efficiency type with permanently lubricated sealed ball bearings.
5. Bearings shall be heavy duty re-greaseable ball type in a cast iron pillowblock housing selected for a minimum L50 life in excess of 200,000 hours at maximum cataloged operating speed.
6. Belts shall be oil and heat resistant, static dissipating type. Drives shall be precision machined cast iron type, keyed and securely attached. Drives shall be sized for 150% of the installed motor horsepower. The variable pitch motor drive must be factory set to the specified fan RPM.
7. Fan shall have disconnect switch, backdraft damper, birdscreen and galvanized sound self-flashing curb.
8. Paint fan color selected. Provide name tag.

SECTION 15810 - AIR HANDLING EQUIPMENT

PART 3 EXECUTION

1. Provide all hanging materials and vibration isolation prior to hanging any unit, verify supports with Structural Engineer.
2. Provide prefabricated roof curbs for all roof mounted equipment. Unibeam Sonotrol type, minimum 12", all galvanized continuously welded construction with integral cants. Minimum 2" thick walls filled with insulation. Provide additional wood nailers so that fan bases rest level on curbs.
3. Provide wall caps or roof caps for ceiling fans flashed and secured as required.
4. All rooftop fans, gravity ventilators and utility sets shall be factory painted color selected.
5. All fans with duct connections or connections to building construction shall have flexible connections as specified in Section 15860.
6. All exhaust fans shall have backdraft dampers.

END OF SECTION
15810.6244



SECTION 15860 - DUCT SYSTEMS

PART 1 GENERAL

1.01 SCOPE

1. The work under this heading shall include the furnishing and installation of:
 - A. All sheet metal work required for the various systems, including installation of control devices and connections to equipment and all materials and specialties required for the proper functioning of the work.
 - B. All gas vents.
 - C. Removal, modification, expansion and/or connection of existing ducts for new work.

1.02 CONSTRUCTION

1. All ducts shall be constructed of prime quality, re-squared, galvanized steel sheets in accordance with "Duct Manual and Sheet Metal Construction for Ventilating and Air Conditioning Systems" of the "Sheet Metal and Air Conditioning Contractors National Association", (SMACNA) Sections 1 and 2.
2. Gauges shall be as recommended for the use intended in the applicable SMACNA Manuals. All ductwork and other sheet metal shall be properly stiffened and supported as per the applicable recommendations of SMACNA Manuals. Only first quality, smooth, cold rolled sheets of the best grade steel shall be used and shall be guaranteed to double seam without showing fracture.
3. All fume hood exhaust systems shall be stainless steel.

1.03 FLEXIBLE DUCTS

1. Use corrugated solid metal flexible duct for inlet connection to air control devices such as V.A.V. boxes, etc. Use corrugated aluminum or core polyester core (insulated) for connections on outlet-side of air control devices and low velocity runouts.
2. Ducts must be suitable for the service of acceptable fire rating and shall be insulated as specified for ductwork.
3. Flexible ducts shall be run in the most direct manner and shall be hung so that no bend has a centerline radius less than three times its diameter, maximum 12' +/- . Duct found not in compliance shall be removed and installed to comply with this section at no additional cost.
4. Substitution of flexible ducts for runouts shown as sheet metal or vice versa is acceptable but must be submitted for approval.
5. Flexible duct shall not pass through any wall, draft stopping wall, floor, ceiling or fire resistance rated assembly. Where flexible duct is shown thru these, provide sheet metal collar thru wall and minimum 6" either side
6. All duct wraps, insulation and appurtenances shall be plenum rated.

SECTION 15860 - DUCT SYSTEMS

7. Flexible duct on inlet to VAV boxes shall have minimum straight run of duct as required and recommended by the VAV box manufacturer.
8. Where flexible ducts are shown to be connected to return air or supply air plenum boxes, the duct connections shall be made to allow for installation of plenum boxes thru ceiling and/or down from roof.

1.04 BALANCING AND TESTING

1. See Sections 15190 & 15995.

1.05 DIMENSIONS

1. Duct dimensions are INSIDE CLEAR DIMENSIONS: Increase metal duct size to allow for thickness of inside insulation.

PART 2 PRODUCTS

2.01 FITTINGS

1. Round elbows shall be formed or stamped type; use five-piece construction where stamped fittings are available, centerline radius equal to 1.5 times the duct diameter minimum.
2. All round take offs to be expanded to 90-degree conical type of 45-degree branches.
3. Obstructions: Where possible, avoid locating any pipe, wire or structural member in a duct. Where such obstructions cannot be avoided, duct shall be eased, split or transformed as the Engineer may direct.
4. Transformation: Where changes result in an increase of area slope shall not exceed one (1) in seven (7); where areas remain constant or decrease, slope shall not exceed one (1) in four (4), but one (1) in seven (7) is preferable.
5. Changes in direction: Changes in direction shall be made with elbows or tees as conditions necessitate in the following order or preference:
 - A. Unvaned ell, centerline radius equal to 1.5 times duct width.
 - B. 6" throat radius with full radius vanes and heel radius.
 - C. 3" throat radius with full radius vanes and heel radius.
 - D. 3" throat radius with 3" heel radius, double thickness vanes.
 - E. No square elbows without turning vanes allowed.
6. Branch Takeoffs: Made, in order of preference, with radius elbow, radius tap-in or suitable vanes in a square takeoff.

2.02 JOINTS

1. All connections of duct shall be installed in strict accordance with SMACNA standards, except that all exposed non-spiral duct with design pressure less than 2" W.C. or 2,500 fpm velocity in finished areas shall use streamline joints.

SECTION 15860 - DUCT SYSTEMS

2. Mechanical joint fasteners, such as "Ductmate" or approved equal, will be allowed and shall be installed in strict accordance with manufacturers' requirements. Where mechanical fasteners are used, contractor shall coordinate joint locations with all other trades for clearances. Where use of mechanical fasteners result in an increased requirement for space and clearance and results in modification, removal, replacement, or new work for this Contractor or other contractors work; the work shall be done at this Contractors' expense and with no additional cost to Owner. These joints shall not be used for exposed duct in furnished areas.
3. Where any joint is installed in any duct below 7'0", installation shall have protection as specified under ductwork installation.
4. All joints shall be sealed as specified for air tightness.

2.03 DAMPERS

1. Furnish and install all dampers. Dampers for automatic operation shall be minimum leakage, multi-opposed type with neoprene balloon edge and snap steel side.
2. Outside air dampers for rooftop units shall be able to be closed within 30 seconds.

2.04 VOLUME DAMPERS, SPLITTERS AND ADJUSTABLE DEFLECTORS

1. Volume dampers shall be installed in all of the trunk and branch ducts, no exceptions. The balancing trade shall not depend upon register shutters or dampers for balancing. The sheet metal contractor shall submit shop drawings to the balancing contractor for his review of location, type, size, and quantity of balancing dampers. Where additional control devices or alternate methods of duct installation are suggested and/or required, these shall be provided, and all modifications made at no additional cost to Owner.
2. Volume dampers shall be Everlock locking type manual volume dampers as manufactured by Rossi HVAC Hardware (www.RossiHardware.com – infor@rossihardware.com – (818) 252-3811 or approved equal.
3. Bracket – Cold rolled Steel (ASTM A-1008), 18-gauge nominal thickness of 0.0478 with tolerance range of 0.0438 to 0.0518. single cut and formed bracket for use with 1.5" or 2.0" insulation wrapping or any other such stand-off applications. Finished with a white Chromate plating.
4. Handle and Thumb Trigger – Polyamide 66 (PA66), flame retardant, glass reinforced, "Zytel".
5. Retaining Spring – Ext. self-lock TX-75ST-ZF carbon steel SAE 1074 with zinc bright plating. C-scale Rockwell hardness 47 to 51.
6. Blades
 - A. 4" to 14" dia. single blade (or disc). ASTM-A527 LFO G90, 20-gauge reinforced to equal strength of 18-gauge material.
 - B. 3/8" full length bar fits through formed channel in center of damper blade.
7. Bars – 3/8" square aluminum bar.

SECTION 15860 - DUCT SYSTEMS

8. Bearings
 - A. Snap-in bearings for medium and low-pressure systems. Polyamide 66 (PA66), flame retardant, glass reinforced, "Zytel".
 - B. B-lined bearings for lined duct. Polyamide 66 (PA66), flame retardant, glass reinforced, "Zytel".
9. Splitter dampers shall be installed where shown on drawings. Splitters shall be made of 18-gauge galvanized steel or heavier and shall be cross broken and flanged or hemmed for rigidity. Splitters shall be made easily adjustable and readily accessible for adjustment.
10. Adjustable deflectors and adjustable turning-vane devices for diverting air flow from a duct main into a branch duct shall be multi-blade assembly hinged at one end and so constructed that, as it is closed, the air passage between the blades narrows until no air passage remains when the assembly is in the fully-closed position.

2.05 ACCESS DOORS

1. Access doors of suitable sizes minimum 18"x18" shall be provided for access to all coils, dampers, controls, etc.; in insulated duct, door shall be double panel, insulated type.

2.06 FLEXIBLE CONNECTIONS

1. Flexible connections shall be provided to motorized equipment, made with at least 3" of neoprene coated fiberglass cloth with 1" slack material (except kitchen hood exhaust).

2.07 FAN DISCHARGE, BACK DRAFT AND RELIEF DAMPERS

1. Air/Dynamic as manufactured "Air Balance" or approved equal.

PART 3 EXECUTION

3.01 AIR DELIVERY AND NOISE

1. This Contractor shall guarantee that all equipment shall operate without objectionable noise or vibration; that all ductwork shall be free from pulsation or objectionable noises; that the volume of air specified will be delivered to all points of supply and exhaust.
2. After this system is in operation, should the ductwork be found to vibrate or chatter, Contractor will be required to eliminate same.

3.02 TESTING OF AIR DISTRIBUTION SYSTEM

1. The volume and velocities of air at all terminals, outlets and inlets, shall be tested.
2. The volume dampers, splitters and deflectors shall be adjusted so that the air velocities and volume will be as specified.
3. See Specification Section 15010 "Start Up and Adjustments" and 15190 & 15995 for balancing and testing.

SECTION 15860 - DUCT SYSTEMS

3.03 DUCTWORK INSTALLATION

1. All ductwork shall generally be installed in the location and manner shown and detailed on the drawings with all fittings and connections made in accordance with the applicable SMACNA Manuals. Duct shown on drawings are diagrammatic. Contractor to determine in field exact routing, size and configuration. All modifications or deviations required by job conditions must be approved prior to any fabrication.
2. Prepare all ductwork and set it in place before furring begins. Extend all damper operators and serviceable or adjustable devices to accessible locations.
3. All connections from sheet metal assemblies such as ductwork, plenums, etc., to operating machines and/or mechanisms such as fans, air conditioners, etc., shall have flexible connections.
4. Where any ductwork is mounted lower than 7'-0" above a finished floor line, all seams in ducts shall be flattened and filed so that no standing seams or angle bracing protrudes from the duct in any manner which could cause injury to personnel. Covering of standing seams with an approved flexible bumper material, like split Armaflex pipe insulation, is acceptable.
5. Coordinate exact location of all duct in field with existing construction. Coordinate location of all duct with truss manufacturer.
6. All ductwork shall be delivered and sealed in accordance with SMACNA requirements and sealing shall only be removed prior to installing duct. After installation, duct shall still be protected from water damage.
7. All labels on exposed and concealed duct shall be removed.

3.04 ROOF PENETRATIONS

1. All roof penetrations shall have roof curb minimum 12" high with cant strip, flashing collars, flashing and counterflashing.
2. Provide sloped roof curbs at sloped roofs. Verify all curbs with roof conditions prior to shop drawing submission.
3. All roof curbs shall be installed per SMACNA requirements.
4. Where re-roofing work requires higher curbs due to new insulation, these shall be used. Coordinate with general contractor for exact location.
5. Gooseneck terminations are not permitted.

3.05 AIR TIGHTNESS

1. All ductwork shall be airtight as defined by ASHRAE and SMACNA. All transverse, joints, longitudinal seams and duct wall penetrations shall be sealed in accordance with ASHRAE 90.1 latest edition and have adhesive (3M EL-750 or approved equal). Pressure sensitive tape shall only be allowed for supply air duct with design pressures less than 2" W.C. in return air plenums.

END OF SECTION - 15860.6244

SECTION 15930 - FACILITY MANAGEMENT CONTROL SYSTEM

PART ONE – GENERAL

1.01 SCOPE

1. Provide a fully integrated Web Browser Control System incorporating Direct Digital Control (DDC) Technology with energy management, equipment monitoring, and remote communications.
2. The system shall be an extension of the existing building system. The existing control contractor for the building and district is CM3.
3. Existing VAV boxes shall remain and existing thermostats shall be temporarily removed and reinstalled. The existing perimeter radiation control valves shall be removed and relocated. The wiring shall be extended from new location of control valves to relocated existing thermostats.
4. The new fume hoods shall have manual switches for fan operation.
5. The new emergency exhaust system for Science Rooms shall have new control. Control shall be on/off from a switch located in room with red push button switch under clear plastic liftable cover. The fan switch shall have a red pilot light and be able to be deenergized by pulling out push bottom.
6. Existing VAV box that will serve two spaces shall have new thermostats. Thermostats to be building standard and be able to send average signal to the VAV box. Each thermostat shall have the ability to control VAV box/heat.
7. Contractor shall provide all wiring and appurtenances.

1.02 WARRANTY

1. Provide the following warranties by the installing Automatic Temperature Controls (ATC) manufacturer:
 - A. Warranty on all BAS equipment and installation.
 - B. Warranty on software upgrades.
 - C. Warranty on firmware upgrades.
2. Labor and materials for the control system specified shall be warranted free from defects for a two (2) year period as indicated in "General Conditions". Control system failures during the warranty period shall be adjusted, repaired, or replaced at no additional cost or reduction in service to the Owner. This Contractor shall respond to the Owner's request for warranty service with 4 hours during normal business hours.
3. All work shall have a single warranty date. The date of "Substantial Completion" shall start the warranty. Please refer to the AIA A201 Contract Section 9.8 for the definition and requirements of substantial completion.
4. The Owner shall grant to the temperature control sub-contractor, reasonable access to the FMCS during the warranty period. The Owner shall allow the contractor to access the FMCS through a School District provided VPN from a remote location for the purpose of diagnostics and troubleshooting, via the internet, during the warranty period.

SECTION 15930 - FACILITY MANAGEMENT CONTROL SYSTEM

1.03 ACCEPTABLE BAS CONTROL CONTRACTORS:

- CM3

1.04 QUALITY ASSURANCE:

1. All system components shall be fault tolerant and provide satisfactory operation without damage at 110% and 85% of rated voltage and at + 3 hertz variation in line frequency.

1.05 TRAINING

1. All training shall be by the FMCS manufacturer and shall utilize specified manuals, as-built documentation, and the on-line help utility.
 - Sequence of Operation review.
 - Sign on-Sign off
 - Selection of all displays and reports.
 - Commanding of points, keyboard and mouse mode.
 - Modifying English text.
 - Use of all dialog boxes and menus.
 - Modifying alarm limits and start-stop times.
 - System initialization.
 - Download and initialization of remote controllers.
 - Purge and/or dump of historical data.
 - Troubleshooting of sensors (determining bad sensors).
 - Password modification.

1.06 SUBMITTALS

1. Shop drawings and Product Data: Submit under provisions of General Conditions, shop drawings.
2. Product Data: Catalog sheets, specifications, control/wiring, schematic drawings, installation instructions for each item furnished. Include the valve and damper schedules and communications layout of DDC control system.
3. Shop Drawings:
 - A. List of connected data points, including connected control unit and input device.
 - B. System graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations.
 - C. System configuration with peripheral devices, batteries, power supplies, diagrams, modems and interconnections.
 - D. Descriptive data and sequence of operation of operating, user and application software including Web Browser software/hardware integrations.

SECTION 15930 - FACILITY MANAGEMENT CONTROL SYSTEM

- E. Flow charts showing the logic sequence for each panel. Provide a non-jargon description for each step in the sequence. In addition, identify which variables are built into the system programming, and which have variable names and can be changed by the operator(s) from the Central Processing Unit.

PART 2 PRODUCTS

2.01 CONTROL VALVES

1. General: Provide factory fabricated control valves of type, body material and pressure class indicated. Where type or body material is not indicated, provide selection as determined by manufacturer for installation requirements and pressure class, based on maximum pressure and temperature in piping system. The control valves shall be sized by the controls engineer and shall be guaranteed to meet the heating and cooling loads. Provide valve size in accordance with specified maximum pressure drop of **4 psi** across control valve at full flow. Control valves shall be equipped with heavy-duty actuators, stainless steel trim, and with proper close-off rating for each individual application. Minimum close-off rating shall be as scheduled and adequate for each application and shall generally be considered at dead head rating of the pump. Control valves used for the primary chilled and hot water systems shall have a minimum close-off rating of 200 psid unless otherwise required or specified. All valves will be Pressure Independent Flow Control Valves. All valves shall be fully modulating unless noted otherwise. Valves shall be sized for quiet operation, be equipped with throttling plugs, stainless steel trim, renewable composition discs and be capable of operating at varying rates of speed to correspond with the exact dictates of the controller. Install with stem within 50 degrees of vertical position in horizontal pipe.

END OF SECTION
15930.6244

SECTION 15015 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE

1. The General, Supplementary, and Special Conditions, Applicable portions of all divisions and the addenda thereto, are made a part of this Contract.
2. All work described in these specifications shall be the responsibility of the plumbing contractor unless otherwise indicated.
3. It is the intent of these specifications to include all material, service and labor necessary to form a complete and properly operating whole.

1.02 CONTRACT DRAWINGS

1. Examine all drawings and specifications and visit the site to become acquainted with the construction and the extent of the work.
2. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
3. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.
4. When any device or part of equipment is herein referred to as a singular number, such as "the pump" such reference shall be deemed to apply to as many such devices as required to complete the installation.
5. The term "provide" shall mean "furnish and install". Neither term will be used generally in these specifications but will be assumed. The term "furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.03 CODES AND STANDARDS

1. All work shall comply with all regulations and be subject to inspection and approval of authorities having jurisdiction.
2. Where items indicated on contract documents differ from code requirements, contractor shall inform engineer prior to installation. Any construction installed by contractor that is not in compliance with applicable codes, shall be removed, modified, and/or replaced at not additional cost.
3. All equipment shall be labeled by an approved agency.
4. Contractor shall give all notices, obtain and pay for all permits, deposits, and fees necessary.
5. Manufacturer's published data is made a part of these specifications.

SECTION 15015 – GENERAL REQUIREMENTS

6. Wherever a recognized national organization has published standards these shall be complied with (such as ASA Z 21.30 for gas piping).
- 1.04 PROGRESS
1. See Specification Sections 01040-Coordination and 01310-Construction Progress.
- 1.05 REJECTED MATERIALS
1. See Specification Section 01300-Submittals and the AIA Document A201-2017 General Conditions of the Contract for Construction.
- 1.06 WORKMANSHIP
1. All work and the execution of same shall be completed in a first class, workmanlike manner and shall conform to the best mechanical practice.
 2. See Specification Section AIA Document A201-2017 General Conditions of the Contract for Construction.
- 1.07 SHOP DRAWINGS
1. See Specification Section 01300 – Submittals.
- 1.08 AS-BUILT DRAWINGS
1. See Specification Section 01700 – Project Closeout
- 1.09 WARRANTY
1. See Specification Section 01740 – Warranties and Bonds.
- 1.10 FIRE RATING
1. All materials used anywhere in the work must have N.F.P.A. rating as follows:
 - A. Flame Spread - Not Over 25
 - B. Smoke Developed - Not Over 50
 - C. Fuel Contributed - Not Over 25
 2. All materials shall be "Self Extinguishing".
- 1.11 EQUIPMENT SELECTION AND SERVICEABILITY
1. All equipment shall be located and installed so that it may be serviced. Demonstrate that there is room to remove all tube bundles, motor and similar equipment. Equipment which is too large or poorly located to permit servicing shall be replaced or repositioned at no additional cost to the Owner.

SECTION 15015 – GENERAL REQUIREMENTS

2. Where piping or control diagrams or sequencing differ from the recommended piping arrangements of the equipment manufacturer, and will directly affect the equipment performance, the manufacturer's recommendations shall be submitted in writing to the Architect/Engineer for approval, prior to purchasing the equipment involved. This Contractor shall be responsible for obtaining such recommendations from the manufacturers in order to effect correct and perfect operation of the equipment at the capacities and temperatures indicated.

1.12 EQUIPMENT FURNISHED BY OTHER TRADES

1. All equipment furnished and/of installed by other trades requiring connections and services by this Contractor shall have such services provided.
2. This Contractor shall verify exact requirements with shop drawings.
3. This Contractor shall verify all locations, sizes, requirements of services required for equipment in field with Contractor furnishing equipment.

1.13 FIRE SAFING

1. Provide fire safing and duct safing per 2018 IBC New Jersey edition. Proseal Systems - Proseal plug device per 93 UL Directory, No 545, F rating for precast concrete. 3M Brand Fire Barrier CP25WB and caulk CAJ 1044 and CAJ 5001, WL1003, WL5011, or approved equal.

PART 2 PRODUCTS

2.01 ELECTRICAL EQUIPMENT

1. This Contractor shall furnish all his equipment complete with motor, controllers, capacitors and starting equipment.
2. Electric motors shall be open, drip proof induction motors rated for continuous duty at 15% overload with 40° C. rise; single phase motor shall be capacitor start-induction run. Motors one-half horsepower shall be single phase, unless otherwise noted (c.f. Division 16). Starting of magnetic across-the line starters equivalent to Furnas Bulletin 14 or approved equal, unless otherwise specified. Thermal overload type, motor rated manual switches shall be furnished for motors ¾ HP and less which do not require magnetic starters for control purposes.
3. Provide FPE/CDE Type 1C Power Factor correction capacitors size to increase full load power factor to 95%. Capacitors shall be fused, in NEMA enclosure, connected between safety switch and motor starter.
4. Where apparatus is specified as "Packaged", all electrical equipment shall be furnished, set and wired to a single point of connection for apparatus as a unit.
5. This Contractor shall set all electrical equipment furnished by him unless same is to be mounted on an electrical panel board, junction box or similar piece of electrical equipment and is to be wired by others.

SECTION 15015 – GENERAL REQUIREMENTS

6. Where electrical characteristics are not shown, all electrical characteristics shall be as indicated on electrical plans. Where there is a conflict between model numbers which indicate electrical characteristics and electrical drawings, the electrical drawings shall take precedent.
7. This Contractor shall verify all electrical characteristics of all equipment with electrical contractor. This Contractor shall submit to electrical contractor location of all motor, starters, other electrical equipment voltage and phase required prior to submission of this Contractors' and electrical contractors' shop drawings.
8. Should this Contractor change type of equipment which results in change to electrical characteristics, then this Contractor will be responsible to coordinate these changes with all other trades and pay for all required changes.
9. Should this Contractor change electrical characteristics of equipment from that shown on electrical drawings, he is responsible for any extra cost resulting from such change.

2.02 ELECTRICAL WIRING

1. This Contractor shall furnish and install all electric wiring required for his contract, with the exception of certain wiring shown under Division 16.

2.03 RELIEF VALVES

1. Provide ASME labeled relief valve on each closed fluid system, set to relieve full code capacity at design pressure. Pipe discharge to closed drain or approved receptor.

2.04 THERMOMETERS

1. Thermometers shall be 5" diameter dial type with stainless steel cases and separate wells. Ashcroft T-7173T or approved equal, adjustable to any angle.

2.05 TAGS

1. This Contractor shall provide a 2" diameter brass tag with stamped service designation and numbers, fastened to each valve with brass chain and "S" hook.
2. Each control, starter, disconnect switch, etc., shall be provided with $\frac{3}{4}$ " x 2 $\frac{1}{2}$ " metal name tag securely fastened to device.
3. Omit name tags on controls exposed in finished spaces.

PART 3 EXECUTION

3.01 METHOD OF PROCEDURE

1. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the system.

SECTION 15015 – GENERAL REQUIREMENTS

2. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturer's instructions and best trade practices. This Contractor shall erect all parts of equipment to be furnished by him under his Contract at such time and in such manner as not to delay or interfere with other Contractors.
3. This Contractor shall lay out his work and be responsible for the establishment of heights, grades, etc., for all interior and exterior piping, drains, fixtures, conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Architect, regardless of which equipment was installed first.
4. This Contractor shall cooperate with other contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other trades, as this Contractor will be held financially responsible for all such damage caused by the lack of precaution and due to negligence on the part of his workmen.
5. Do not run pipe or conduit for plumbing systems in any concrete slab 3" or less in thickness. Do not place any pipe or conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.
6. All piping, conduit and other plumbing materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.
7. Items such as valves, cleanouts, etc., that will be concealed in construction shall be installed and so arranged as to be fully accessible for adjustment, service and maintenance.

3.02 VISIT TO SITE

1. Due to the nature of the work involved under this Contract, all bidders are required to thoroughly examine the site. Bidding contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.
2. If discrepancies are noted between requirements of Contract Documents and existing conditions, this Contractor shall so indicate to architect during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Architect's interpretation during the construction period and architect's decision will be final and binding as the sole interpreter of the Contract requirements.
3. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.

3.03 CLEANING

1. Upon completion of the work, this Contractor shall remove all excess material, debris, tools and equipment from the site, and leave the premises in a broom clean condition.

SECTION 15015 – GENERAL REQUIREMENTS

2. Flush out all piping systems with proper solvents to insure removal of all foreign materials. Clean fixtures, equipment, piping and other surfaces soiled by the work. Remove debris and rubbish on a daily basis.

3.04 START-UP AND ADJUSTMENTS

1. After all testing is complete, start each system and make final adjustments for proper flow, temperature and quietness of operation. Record all final results including flows, balance settings, temperature adjustments, pertinent notes and recommendations. Furnish copies of report for review and record.
2. Report shall show actual data as recorded. Variations are expected due both to "normal" variations in field readings and to settings deliberately made to achieve proper operating conditions rather than design guidelines. Correct operation and maintained conditions will be sufficient evidence of proper setting.

3.05 OPERATING AND MAINTENANCE INSTRUCTIONS

1. This Contractor shall prepare complete sets of bound operating and maintenance instructions including valve chart framed under glass or laminated with clear plastic mounted on masonite board, indicating number, location and purpose of each valve. Two (2) charts and one (1) mylar copy shall be provided for each mechanical room or as designated. The instructions prepared shall be black on white and shall be complete enough so that men generally familiar with the type of system will need no further data to properly perform the indicated procedures.
2. This Contractor shall furnish qualified personnel to instruct the Owner in the operation of the system and must request from the Owner, in writing, a date for such instruction to begin. Contractor's personnel shall remain until such instruction is complete to Owner's satisfaction. Contractor shall receive from Owner written verification that the Owners personnel have been thoroughly instructed in the operation, maintenance and all facets of the system operation.
3. Manuals shall include all equipment, equipment parts lists, complete oiling, recommend spare parts, complete coiling, cleaning and servicing data compiled in a clearly indexed and easily understood form the data shall indicate the serial numbers of each piece of equipment and provide complete lists of replacement parts motor parts ratings and actual loads.
4. Provide operating instructions shall include wiring and control diagrams showing complete lay out of each system.
5. Any special emergency operating instructions and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system.
6. ASME and State pressure vessel inspection forms, all motor data, including standard and actual operating in service data and copies of all manufacturer's equipment, guarantees and warranties.
7. Provide separate manuals, reports, instructions, etc.

SECTION 15015 – GENERAL REQUIREMENTS

3.06 PAINTING AND FINISHING

1. All painting is to be done in accordance to Rust-Oleum Corporations or approved equal printed instructions. All surfaces to receive two (2) coats of primer, exposed surfaces one (1) finished coat. Aluminum or galvanized metal surfaces are considered finished where concealed.
2. All surfaces to be carefully cleaned and/or pickled and filled as required to provide a proper uniform surface. Factory finished equipment shall be touched up or refinished where required.

3.07 CONSTRUCTION SAFETY

1. All work shall be done in accordance with the following Federal regulations:
 - A. Williams-Steiger Occupational Safety and Health Standards, Chapter XVII of Title 29, Codes of Federal Regulations.
2. Comply with local Health and Safety Regulations.

3.08 ENERGY CONSERVATION CODES

1. It is the intent of this specification that all equipment and materials furnished meet the latest enforced edition of the Energy Code or such code as locally applicable, if more restrictive.

3.09 FLASHINGS

1. All piping passing through roofs shall be provided with Stoneman "Stormtite" seamless lead flashing (or approved equal).

3.10 DELIVERY AND STORAGE OF EQUIPMENT

1. This Contractor shall store, take deliveries and install all equipment in accordance with manufacturers requirements. (see general conditions)

3.11 STERILIZATION

1. After final testing for leaks, all new potable water lines shall be thoroughly flushed, by plumbing contractor, to remove foreign material. Before placing the system in service, Contractor shall engage a qualified service organization to sterilize the new water lines in accordance with the following procedure:
 - A. Through a ¾" hose connection in the main entering the building, pump in sufficient sodium hypochlorite to produce a free available chlorine residual of not less than 100 ppm.
 - B. Proceed upstream from the point of chlorine application opening all faucets and taps until chlorine is detected. Close faucets and taps when chlorine is evident.
 - C. When chlorinated water has been brought to every faucet and tap with a minimum concentration of 100 ppm chlorine, retain this water in the system for at least two (2) hours.

SECTION 15015 – GENERAL REQUIREMENTS

- D. At the end of the retention period, no less than 10 ppm of chlorine shall be present at the extreme end of the system.
- E. Proceed to open all faucets and taps and thoroughly flush all new lines until the chlorine residual in the water is less than 1.0 ppm.
- F. Obtain representative water samples from the system for analysis by a recognized Bacteriological Laboratory.
- G. If all samples tested for coliform organisms are negative, a letter and laboratory reports shall be submitted by the service organization to the Contractor, certifying successful completion of the sterilization.
- H. If any samples tested indicate the presence of coliform organisms, the entire sterilization procedure shall be repeated.

3.12 PLENUM AREAS

- 1. Any duct plenum area, ceiling or room plenum shall not contain any combustible material, and all insulation, wiring and/or piping shall be suitable and approved by local authorities for plenum installation.

3.13 SCHEDULE OF WORK

- 1. The exact times and dates and schedules that the schools will be available for contractor to do work, shall be as indicated in General Conditions.

3.14 CONTINUITY OF SERVICES - EXISTING BUILDINGS

- 1. The work under the Contract shall not interrupt services to the existing buildings, except if all the following conditions are met:
 - A. Building personnel are notified in advance and approve date and time in writing.
 - B. Interruption of service does not exceed one (1) hour unless otherwise approved.
 - C. Interruption of service does not occur during normal working hours.
- 2. No "extra" compensation will be permitted due to the overtime" hours implicit in the requirements of this section.
- 3. Where interruptions will affect life safety and/or other critical systems, proper precautions shall be taken to maintain level of protection or system operation acceptable to Owner and/or authorities having jurisdiction.
- 4. This Contractor is cautioned that the existing building is to remain occupied during construction and that all services to the building are to be maintained. There shall be no interruption of services and, if absolutely necessary, at least seven (7) days prior notice is required.

SECTION 15015 – GENERAL REQUIREMENTS

5. Any interruption of life safety systems (fire alarm sprinkler) the fire department and alarm company shall be notified, and proper precautions taken.
6. There shall be no obstructing the exit ways from existing building.
7. All interruptions of service shall be done at times which cause least disruption of service.

3.15 RELOCATION OF EXISTING EQUIPMENT

1. This Contractor shall be responsible for removal, storage, relocation and installation of all existing equipment shown or scheduled to be relocated. This Contractor will be responsible for capping of all existing services presently feeding existing equipment which is to be relocated and shall patch all surfaces to match existing as required.
2. All patching work shall be done by workmen skilled in this craft and shall in no way affect the stability, finish or operation of the casework or other equipment.
3. All equipment requiring plumbing connections shall be the responsibility of this Contractor. A composite crew shall be used using mechanics skilled in their field.

3.16 PROTECTION OF SERVICES DURING CONSTRUCTION AND DEMOLITION

1. This Contractor shall repair, replace, and maintain in service any utilities, facilities or services (in existing areas where demolition is to occur) which are damaged, broken, or otherwise rendered inoperative during the course of demolition.
2. This Contractor shall effectually protect, at his own expense, such of his work, materials or equipment that may be subject to damage during the construction period.
3. All openings must be securely covered, or otherwise protected.
4. This Contractor shall be held responsible for all damage so done until his work is fully done and finally accepted.
5. It shall be the responsibility of this Contractor to protect existing and new motors, pumps, electrical equipment, plumbing fixtures and all phases of construction.

3.17 EQUIPMENT LIST

1. Refer to General Conditions. Exclusion of items on list does not relieve Contractor of the responsibility from providing equipment as specified, required to complete work as shown on drawings that is to be provided by this Contractor.

SECTION 15015 – GENERAL REQUIREMENTS

MANUFACTURER

<u>EQUIPMENT</u>	<u>NUMBER 1</u>	<u>NUMBER 2</u>	<u>NUMBER 3</u>	<u>NUMBER 4</u>
Valves	Mueller	Stokham	Nibco	Or approved equal
Insulation	Owens/Corning	Johns Manville		Or approved equal
Carriers	Josam	J.R. Smith	Zurn	Or approved equal
Plumbing Specialties	Josam	J.R. Smith	Zurn	Or approved equal
Floor Drains	Josam	J.R. Smith	Zurn	Or approved equal
Water Mixing Valves	Lawler			Or approved equal

3.18 UNIT PRICES (See General Conditions)

1. See "General Conditions".

3.19 ALTERNATE BID

1. See "General Conditions". Refer to drawings and specifications for extent of work.

3.20 REPAIR AND PATCHING OF EXISTING SURFACES

1. Unless otherwise shown to be done by general contractor, this Contractor shall cut and patch walls, floors, ceilings, roof surfaces and all existing construction for the removal of existing equipment, fixture, piping, controls and other construction for the completion of work under this Contract. All equipment, piping, ductwork, furniture and all construction or materials that are disturbed during construction shall be stored and protected from damage until replaced.
2. Cutting shall be done only after shop drawings have been prepared and with the Architect's approval. This Contractor shall exercise proper care and shall not endanger the structure by indiscriminate cutting and shall be responsible for and shall protect all existing construction to remain from damage and shall provide and maintain all necessary temporary protective materials, coverings and barricades.
3. This Contractor may hire the other prime contractors to perform this work or hire qualified, independent contractors. This Contractor shall be familiar with and assume all responsibility for any conflicts with union policy and provide supervision in such a manner as not to impede the progress of other trades and be responsible for the adequacy and accuracy of same.
4. Wherever previously unfinished areas are exposed by the removal of existing piping or related equipment, these areas shall receive new finishes to blend into the adjoining work.
5. Wherever existing chases must be enlarged to encase new work, they shall be enlarged to match the existing.
6. Wherever fire rated material must be patched, it shall be patched in a manner not to affect its fire rating.
7. All patching work must be done by skilled mechanics in a manner to minimize the patch effect. Wherever new painting is required, it shall be done with at least two coats over new materials.

SECTION 15015 – GENERAL REQUIREMENTS

8. The painting must not only cover the area of the actual patch, but also to the nearest natural break of the newly painted surface.
9. Wherever the surrounding surface to be painted is in poor condition, all loose paint shall be removed before new paint is applied.
10. Patching of existing floor must be done in a manner to assure smooth undersurface and all joints must line up with existing.
11. Wherever new vinyl or rubber bases are to be supplied, they shall match adjoining bases in height and color.
12. Whenever existing ceilings are disturbed, they shall be replaced with new ceiling tiles or patched to match existing and all services, lights, fixtures, etc. supported temporarily and permanently reinstalled.
13. In all spaces in which the contractor is working, he shall protect all existing surfaces.
14. This Contractor shall remove and replace all ceilings required for his work with the exception of ceilings shown to be removed by general contractor on architectural plans.

3.21 REMOVAL

1. This Contractor shall remove existing systems as indicated on drawings.
2. All equipment, cabinets, ductwork, pipe controls, all pipe insulation (except any asbestos insulation), hangers, electric wiring and all construction and appurtenances shall be removed, to complete all work under this contract.
3. Equipment identified by Owner, prior to removal, that is to be retained by the Owner, which is not to be re-installed, shall remain the property of the Owner and shall be removed undamaged and stored in a suitable location where directed by the Architect. This Contractor shall then load, transport and unload equipment from building to site designated by Owner within a 20-mile radius of project.
4. Removed piping, equipment, fixtures, pipe insulation and all debris shall be removed from the building and site in accordance with General Conditions.
5. All debris in areas occupied by the building personnel during periods of building operation shall be removed daily.
6. This Contractor shall patch all wall, floors and ceilings and roof surfaces to match existing adjacent surfaces where obsolete equipment, piping, controls and wiring are removed.
7. Work shown on drawings may not indicate all equipment, pipe, etc., nor exact routes, sizes, locations, etc. The drawings are not to be used for estimating detailed take-off for amount of work required, drawings are for reference only. This Contractor shall visit site to determine extent of work and all conditions.

SECTION 15015 – GENERAL REQUIREMENTS

3.22 BUILDING ALTERATION WORK

1. This Contractor shall furnish all labor, equipment and materials required to complete alteration work in the building. Remove existing construction and replace, to remove existing equipment and/or install new equipment in conjunction with the work.
2. Cut, patch and paint walls, floors, ceilings, roof surfaces and all construction for the installation of equipment, piping and controls.
3. Cut and patch exterior walls for the installation of air intake and exhaust. Finish to match existing adjacent surfaces.
4. Where existing electrical HVAC or plumbing work, due to removal of existing and/or installation of new equipment, is required to be removed. This contractor shall disconnect existing equipment, cap services in a safe manner, remove equipment, store in a location to prevent damage, replace equipment and patch construction to match existing conditions and reconnect equipment to existing services.
5. This Contractor shall either retain qualified independent contractors or utilize the other on-site contractors. This Contractor shall assume all requirements for any conflicts with union policy and be responsible for same. This Contractor shall furnish necessary shop drawings and supervision, in such a manner as not to impede the progress of other trades and be responsible for the adequacy and accuracy of same.
7. Where pipe is shown to serve future phases, provide capped outlet suitable for connection when phase is completed. Provide valves for isolation and draining lines without affecting the work installed in earlier phase.

3.23 CONNECTION TO SCIENCE ROOM FIXTURES

1. The contractor shall furnish and install all equipment as indicated on the architectural plans. The contractor shall provide rough-in from an approved roughing-in shop drawing.
2. Science Room lab sinks shall be an integral part of casework and shall be furnished and installed by the contractor.
3. Furnishing of sink faucets and countertop fixtures (including water and gas fittings) shall be by the general contractor. The contractor shall install all pipe, faucets, fittings and appurtenances.
4. The science room casework and equipment subcontractor shall turn over to the plumbing contractor in a package, all countertop equipment fixtures and faucets for installation and final connection by the plumbing contractor. The contractor shall furnish and install all tailpieces, strainers, gas cock shutoffs, sink drainage fittings, equipment, pipe and appurtenances. All items furnished by plumbing contractor shall be per casework equipment manufacturers' requirements.

SECTION 15015 – GENERAL REQUIREMENTS

5. It shall be the responsibility of all subcontractors to check the approved roughing-in shop drawings with other prime contractors before installing their respective piping and services, and to report any and all discrepancies and/or deviations from the contract drawings to the Architect in writing prior to the installation of any such equipment and/or their rough-in and final connection.
6. Unless otherwise shown on the contract drawings, respective services shall be "stubbed" a minimum of eight inches (8") above the floor, out of the walls, or down from ceilings, and valved for pressure lines at accessible locations or capped off for waste lines ready for final connections.
7. Final connections necessary to put this equipment in working order will be completed by the contractor. Final connections by the contractor shall include all traps, faucets, stops, and such related items as may be required for complete installation.
8. The contractor shall pressure test his pipe for integrity and also test pipe for cross connections to other systems and provide written confirmation of all pressure and cross connection tests.
9. The contractor shall be responsible to cut, repair, provide access to disassemble and reassemble, repaint, and refinish all casework to perform work. shall review the shop drawings of the casework and to coordinate with contractor for any openings required prior to shipment of equipment. All contractors shall coordinate thru a marked-up set of shop drawings all openings, cuts in equipment, and modifications to the equipment.
10. All pipe to the science equipment shall be located within the furniture to avoid additional pipe drops, chases, etc. Where practical, the pipe shall come up into the furniture. Where pipes are offset in the furniture, it shall be within pipe chases provided by the contractor. Offsets may be done in the toe kick space within equipment or in chases. Coordinate exact locations and all work with the manufacturer/general contractor. The final locations of pipes shall be verified in the field and these locations shall be indicated on the marked-up shop drawings.
11. The contractor shall provide all laboratory equipment to the maximum extent possible, with chases and modifications to his furniture to accommodate these pipe locations. Modifications to include additional pipe chases, enclosures, rearrangement of drawers, etc. and shall be done at no additional cost to Owner.

END OF SECTION
15015.6244

SECTION 15115 - BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 MATERIALS AND EQUIPMENT

1. All material and equipment used for this contract shall be unused and of the latest model or design available. Equipment shall be installed in strict accordance with manufacturer's recommendations and details.
2. Materials not specifically described but indicated or incidentally required shall be acceptable to the Architect and/or Engineer. Submit shop drawings. Materials shall be delivered, stored and handled so as to preclude injury by weather, dirt or abrasion.
3. This Contractor shall use only specifically assigned areas for storage of materials and construction operation, unless other areas are authorized by the Owner. Such areas will be identified after the award of Contract by Owner. Comply with local municipal regulation regarding use of and parking on public streets.
4. This Contractor shall repair streets, drives, curbs, sidewalks and any existing surface where disturbed by construction operations and leave them in as good condition after completion of the work as before operations started.

1.02 PROTECTION

1. No pipe shall be left open any longer than is required to affix the next piece. If pipe ends are to be left for a protracted period they shall be closed with approved plugs or caps.
2. All equipment shall be covered to protect it from damage; all damage is the responsibility of this Contractor.
3. Any pipe, equipment or construction in existing building shall be done in such a manner to prevent injury to building personnel. Particular care must be taken for any work which will be done during building's normal operation.

1.03 IDENTIFICATION OF PIPING

1. Use color scheme for painting listed in "Scheme for Identification of Piping System", ANSI/ASME A13.1 and Rust-Oleum Corporation Form # 117 Or approved equal. Paint identifying bank of color near each valve and fitting, on both sides of pipes passing through wall, and on long pipe runs approximately every 30' (closer when directed), throughout building. Exposed piping in mechanical rooms and all other areas including insulation, hangers, supports, valves and all appurtenances shall be painted color selected.

Gas Pipe	Yellow (Note: Paint all exposed and rooftop gas pipe.)
Domestic Water	Light Blue
Domestic Hot Water	Orange
Fire	Fire Engine Red
Sanitary	Dark Blue
Vent	Blue

SECTION 15115 - BASIC MATERIALS AND METHODS

2. Stencil on pipe, near each valve, name of pipe contents in abbreviated form, size of pipe, and arrow indicating direction of flow. Place legend in such location that it can be read from floor. Size of stencil letters shall vary with the size of pipe.
3. Seaton "SETMARK" pipe markers or approved equal are acceptable.

1.04 TESTING

1. At the completion of all work, and before any covering is applied, all piping except drainage shall be tested hydrostatically at a pressure equal to 150% of the working pressure or to material test pressure, if lower. All piping concealed in any manner shall be tested before being concealed. Maximum drop in pressure permissible shall be two (2) psi in 24 hours.
2. The drainage system shall have openings plugged and be filled with water to the level of the main gutter or top of vent pipes and allowed to stand at least thirty minutes. Each stack may be tested separately.
3. Testing shall be in accordance with ANSI B31.1 in all test gauges, traps and all other apparatus which may be damaged by the test pressure shall be removed or valved off from the system before tests are made.
4. In existing building all required tests on new and/or existing systems shall only be done after normal working hours. All tests done in building shall be done in such a manner as to avoid injury to building personnel and damage to existing and/or new construction. Protect all new and existing construction from damage which may occur as a result of the test or failure of test material.
5. This Contractor shall be responsible for all costs associated with damage to materials or liability due to injury to personnel, as a result of tests or failure of tests.

1.05 PRESSURE RATINGS

1. All equipment and materials shall have a working pressure as determined by A.S.M.E. (or similar body), of not less than 125 psi.

1.06 SLEEVES

1. All pipes passing through construction shall be fitted with flush sleeves of sufficient diameter to pass the insulation. Sleeves shall be 20 USG galvanized iron, except in masonry, where steel pipe sleeves shall be used. Sleeves in waterproof construction shall be steel pipe, waterproofed with modular mechanical synthetic rubber seals equal to "Link Seals" (Thunderline, or equal). In floors they shall extend on inch above the floor.
2. In fire divisions, sleeves shall be constructed of fire-retardant material and shall be installed to maintain the fire integrity of the fire division.
3. All materials and construction methods shall be installed in accordance with the manufacturer recommendations and the requirements of the IBC Code or any other applicable codes.

SECTION 15115 - BASIC MATERIALS AND METHODS

PART 2 PRODUCTS

2.01 PIPE

1. Steel pipe shall be Schedule 40, electric welded, ASTM-A53, Grade A, plain or galvanized as specified under applicable system.
2. Copper tubing shall be hard temper "Type L" except that all piping underground shall be "Type K", conforming to ASTM-B-88.
3. Cast iron soil pipe shall be extra heavy Bell and Spigot spun type conforming to ASTM-A-74. Standard or medium weights may be used, if permissible under local code.
4. PVC Pipe
 - A. Polyvinyl chloride pipe (PVC) shall be Schedule 40 conforming to ASTM-D-2241.
 - B. Sound rating exposed PVC pipe in finished areas shall have sound rating equal to or less than the sound radiated from cast iron pipe (25-30 DB).
 - C. Where sound ratings are greater, contractor shall install insulation wrap to reduce the radiated sound to less than the sound radiated for cast iron pipe.
 - D. Contractor to install PVC pipe with supports at intervals required by the applicable plumbing code.
 - E. Provide fire listed fire stop devices or collars in accordance with ASTM E814 on both sides of pipe penetrations of fire rated assembly temperature.
 - F. PVC pipe shall not be used where temperatures exceed 140°F.
 - G. All underground pipe to be installed in accordance with ASTM D2321.
 - H. PVC pipe shall not be used in plenums.
5. Acid Resistant Piping
 - A. Non-Plenum Installation - Shall be polypropylene piping made from Type 1 polypropylene plastic as defined in ASTM-D-2146.
 - B. Plenum Installation - Shall be polyvinylidene fluoride (PVDF) piping conforming to ASTM-D3222 Standard. The PVDF material shall meet UL-723 requirements for flame spread rating less than 25 and smoke developed less than 50.

2.02 PIPE FITTINGS

1. All welded fittings shall be of the same thickness and material as the pipe meeting ASTM-A234. Branch connections shall be made with Weldolets or welding fittings.
2. All flanges shall conform to A.S.A. B-16 using gaskets suitable for the service.

SECTION 15115 - BASIC MATERIALS AND METHODS

3. Cast iron drainage fittings shall be standard weight galvanized cast iron, banded and recessed.
4. Malleable iron fittings shall be 150 psi WSP conforming to ASTM-A-338.
5. Fittings for copper tubing shall be wrought copper of the solder Type conforming to A.S.A. B16.22.
6. Extra heavy cast iron soil pipe fittings shall conform to ASTM-A-74, all changes in direction being made with "Y" branches or 1/8" (or less) bends.
7. A.S.A. A21.10 or AWWA Class 250 cast iron fittings shall be used on cast iron water pipe and A.S.A.11 Class 250 mechanical joint pipe. All piping shall be properly blocked. Use lined fittings in lined pipe.
8. Fittings for polyvinyl chloride (PVC) shall be socket fittings or solvent welded.
9. Fittings for polypropylene piping shall be flanged, thermal fusion or threaded, made from polypropylene plastic ASTM-D2146.
10. Fittings for PVDF piping shall be flanged, thermal fusion or threaded made from polyvinylidene fluoride material conforming to ASTM-D32222 Standard.

2.03 BALL, GLOBE AND CHECK VALVES

1. All valves 2" or smaller shall be ball valves; bronze solder end valves in copper tubing and screwed end in other lines. Globe and swing check valves shall be of similar construction with renewable composition disc.

2.04 PLUG AND BALL VALVES

1. Plug and ball valves shall be 150 psi WOG with full port. Valves to be lever operated, screwed or solder end in sizes up to 2". Valves used for balancing shall have infinite throttling handle and adjustable stops. All valves bubble tight shut-off.
2. Plug and ball valves shall be 150 psi WOG with full port. Valves to be lever operated, screwed or solder end in sizes up to 2", flanged end in 2½" to 6" size.

2.05 UNIONS

1. Unions shall be installed where needed to facilitate the removal of equipment.
2. Unions 2" and smaller in copper tubing shall be all brass, ground joint, solder end. In other lines, screw end, malleable iron, 125 psi WSP, 300 psi WOG of the ground type.
3. Unions 2½" and larger in copper tubing shall flanged pattern, all brass, solder end. In other lines, 125 psi WPS-175 psi WOG, cast iron flanged pattern, black or galvanized to match piping.

SECTION 15115 - BASIC MATERIALS AND METHODS

2.06 ESCUTCHEON PLATES

1. Where any pipe passes into a finished space, there shall be provided a solid brass, chrome plated, escutcheon plate held to the pipe mechanically or fastened to the building construction.

2.07 ANCHORS

1. Anchors of approved design shall be provided where shown or required for the proper control of the stress due to expansion. Anchors shall be heavy metal sections securely fastened to the building construction.

2.08 DRIP PANS

1. Provide drip pans for all pipes and equipment carrying liquid or, liquid vapors where pipes pass over areas or electrical equipment. Drip pans shall be constructed of galvanized metal. Provide drain line to closest sanitary line.

2.09 ACCESS PANELS

1. Furnish and install access panels not smaller than 18"x18", for access to all concealed valves, and equipment, accessories, etc.
2. Access panels shall be all steel construction with a No. 16-gauge wall or ceiling frame and a 16-gauge wall or ceiling frame and a 14-gauge panel door with not less than 1/8" insulation secured to inside of door.
3. Doors shall have concealed hinges and cylinder lock except doors for wall panels may be secured with suitable clips and countersunk screws.
4. Access panels shall be flush with finished wall or ceiling and shall be painted to match adjacent surfaces. Access panels behind finished surfaces shall have color coded marking on finished surface to indicate location of doors and type of equipment.
5. Access panels in fire rated construction shall be fire rated.

2.10 ANCHOR BOLTS

1. Contractor shall furnish and install anchor bolts as required for the equipment. Anchor bolts shall be DECO's standard anchor with floating nut, adjustable 1/2" in any direction. Grout all bases.

2.11 HANGERS

1. All piping shall be supported by hangers, concrete inserts, and insulation saddles conforming to MSS-SP-58.
2. Hangers for cast iron pipe shall be spaced at least one per length, but not more than 7' apart. For steel and copper pipe, pipe shall be spaced not over 8' apart.
3. Vertical runs of pipe shall be supported by riser clamps except that pipe 1 1/4" and smaller may be braced by galvanized malleable iron fasteners.

SECTION 15115 - BASIC MATERIALS AND METHODS

4. Hangers for copper tubing shall be copper plated, and completely encircle the tubing. A hanger shall be placed no further than 24" from each change in direction of piping.
5. Hangers shall not be connected to or supported from other pipe, conduit or equipment, but shall be supported from building structure.

2.12 STRAINERS

1. Strainers to be self-cleaning ("Y" type), cast iron body installed ahead of all control valves and pumps; screens to be Monel or stainless steel with proper perforations for the service, ends to be screwed to 2" size, flanged for sizes 2½" and larger.
2. Provide ceramic magnets in each strainer used in systems containing iron.

PART 3 EXECUTION

3.01 EXCAVATION AND BACKFILL

1. This Contractor shall do all excavating and backfilling necessary and repair finished surfaces that are disturbed. Contractor shall remove or distribute all earth remaining as directed, and/or provide required backfill.
2. Excavate all substances encountered to the depths and sections shown on drawings. Excavation for pipes, manholes, catch basins, drain inlets, and other accessories shall have 12" clearance on all sides.
3. Areas adjacent to any excavation shall be graded to prevent water running in. Excavation shall not be carried below the required level, and if so carried; shall be backfilled with gravel or sand and tap to proper compaction.
4. This Contractor shall do bracing, sheathing, shoring, and pumping necessary for proper completion of the work and for protection of excavations or as required for safety. Temporary bridges or crossings shall be built where required to maintain traffic.
5. After proper inspection and tests all excavation shall be backfilled with approved material, free from large stones, clods or frozen earth, wood and other objectionable material. Contractor shall haul away excess material or provide additional fill as required.
6. Backfill for pipes shall be placed evenly and carefully around and over the pipe in six-inch minimum layers. Each layer shall be thoroughly and carefully rammed by hand until one-foot cover exists over the pipe. The remainder of the backfill shall then be placed, moistened and compacted to a density equal to that of adjacent original materials using mechanical tamping machines.
7. Backfill for sewage ejector and other structures shall be placed symmetrically on all sides in one-foot maximum layers and shall be compacted with mechanical or hand tampers to density equal to 90% of laboratory density in accordance with ASTM-D698 test.
8. Where trenches pass under footings backfill with tamped concrete, 2,500 psi minimum, around steel pipe sleeve.

SECTION 15115 - BASIC MATERIALS AND METHODS

3.02 INSTALLATION OF PIPING

1. All fittings, offsets, etc., may not be shown. Contractor shall determine their necessity by investigating conditions at the site.
2. Contractor shall use shop drawings for exact locations.
3. All piping above ground shall be run parallel with the lines of the building in the most direct manner, concealed in furred spaces where possible.
4. Pipes shall be cut accurately and placed without springing or forcing all burrs removed.
5. All water piping inside the building shall be properly graded to drain ½", hose outlet, angle drain valves.
6. All changes in size of piping shall be made by reducing fittings; no bushing will be permitted unless approved.
7. This Contractor shall determine, with approval, where expansion joints, loops or anchors will be required due to space restrictions prohibiting proper run-out flexibility.
8. Valves, air vents, balancing cocks, etc., shall be placed in accessible positions, and flush metal access doors, (12"x12" minimum size), with necessary lintels, etc., provided where they are concealed.
9. All piping shall be located to prevent freezing. Where pipe is located in areas subject to freezing, provide freeze protection and insulation. Refer to Specification Section 15185.

3.03 CLEANING OF GRAVITY SYSTEMS – INITIAL CLEANING

1. Prior to start of construction and/or renovation work, this Contractor shall provide a hydro-jet cleaning and a video inspection of the existing gravity sanitary from new connection to a point where sanitary sewer leaves building approximately 200' +/-.
2. This Contractor is responsible for all work and all cost of work. This Contractor shall utilize a certified independent sub-contractor using the latest technology to perform the hydro-jet cleaning and video inspection.
3. Work shall be done so that any debris and blockages encountered shall be removed. Take proper precautions (i.e., screening, etc.) to prevent the debris and material from entering the municipal sewer system.
4. Any blockages encountered which cannot be removed by hydro-jet cleaning shall be the responsibility of this Contractor to remove.
5. Any leaks encountered shall be reported to Owner.
6. At the completion, provide video with a written test report to Owner.

SECTION 15115 - BASIC MATERIALS AND METHODS

3.04 CLEANING OF GRAVITY SYSTEMS – FINAL CLEANING

1. At completion of project, prior to owner occupancy, this Contractor shall provide a hydro-jet cleaning and a video inspection of the newly installed gravity sanitary systems. The scope of work are all existing and new gravity systems installed in building as indicated in Section 3.03 for initial cleaning.
2. This Contractor is responsible for all work and all cost of work. This contractor shall utilize a certified independent sub-contractor using the latest technology to perform the hydro-jet cleaning and video inspection.
3. Work shall be done so that any debris and blockages encountered shall be removed. Take proper cautions (i.e., screening, etc.) to prevent the debris and material from entering the municipal sewer system.
4. Any blockages due to new construction work which cannot be removed by this hydro-jet cleaning shall be the responsibility of this Contractor to remove. Remove and replace all existing construction, pipe and equipment necessary to access pipe system to clean pipes and clean system to the satisfaction of the owner, engineer and local authorities having jurisdiction.
5. Any leaks due to new construction and/or renovation work shall be the responsibility of this Contractor to repair to the satisfaction of the owner, engineer and local authorities having jurisdiction.
6. At the completion provide video with a written test report to Owner.

3.05 DRAINAGE PIPING

1. All vent piping may not be shown. This Contractor shall install all vents that may be required by local authorities.
2. All piping shall be so installed that any point in the system can be cleaned by a standard-length snake.
3. It is intended that no horizontal pipe be built into masonry.
4. Vent piping shall be extended full size (minimum 3") above the roof. Offset vents at roof to clear structure.
5. Provide cleanouts at all traps, the bases of all stacks and rain conductors, changes of direction greater than 45 degrees and other points shown on drawings or required by authorities having jurisdiction, on 4" dia. pipe or less, maximum 75' and 5" dia. pipe and larger; 100' maximum. Cleanouts in buried piping shall be brought up flush to finished floors, outside to 18" below finished grade. Cleanout shall be full size for pipe up to 4", and 4" in larger pipes.
6. Exterior cleanouts shall be cast brass raised plug type.
7. Interior cleanouts shall be similar with polished nickel bronze access cover for flush mounting.
8. In concrete floors cleanouts shall be cast brass countersunk plug type with nickel bronze adjustable head and heavy duty scoriated cover.

SECTION 15115 - BASIC MATERIALS AND METHODS

9. Provide two-way cleanouts at all sanitary laterals at exterior of building.
10. Coordinate locations of all cleanouts with other trades. Relocate or add cleanouts when interferences occur at no additional cost to Owner.
11. Where pipe is installed in previously compacted fill, this Contractor shall be responsible, at no additional cost to Owner, to backfill and compact soil to within tolerances provided by Architect.

3.06 JOINING PIPE

1. Steel piping shall be of welded or flanged construction in sizes 2½" and larger; screwed or welded construction in sizes 2" and smaller. All screwed fittings to be cast iron unless otherwise specified. All threads shall be conformity with A.S.A. B-21.
2. All screwed pipe joints shall be made with Teflon Dry Thread Sealer (3M-#48) or approved equal applied to male threads only.
3. Soldered joints shall be made with non-acid flux and lead-free solder (ASTM 32-60AT). Fluxes shall be used sparingly, and excess wiped from copper.
4. For domestic hot and cold water pipe branches 1½" below, contractor may use Pro-Press system.

3.07 JOINING DISSIMILAR METALS

1. Where copper is jointed to steel, joints shall be made by means of brass or bronze adapter in a cast iron fitting or by means of an electrochemically insulated union.
2. Hangers supporting copper tubing shall be copper, or copperized. Copper tubing lines shall not be, even temporarily supported or secured to ferrous metals.

3.08 FOUNDATIONS

1. Foundations shall be provided by this contractor for all equipment mounted on concrete floors and shall be of concrete construction not less than 6" high unless otherwise shown.
2. Details of all foundations shall be submitted for approval.
3. Foundations or footings for structural steel supports shall be carried to a point not less than 12 inches below the underside of the floor slab, except where rock is encountered at less depth, then foundation may set on the rock.
4. All foundations shall be built to templates and reinforced as required by the load to be imposed upon them.

3.09 STRUCTURAL STEEL

1. This Contractor shall furnish and install all structural steel, supports, braces, hangers, etc., required for his Contract unless shown as being supplied by others.

SECTION 15115 - BASIC MATERIALS AND METHODS

2. Structural steel shall conform to "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the American Institute of Steel Construction, and where applicable, "Code for Welding Building Construction", of the American Welding Society.

3.10 ERECTION AND RIGGING

1. This Contractor shall do all rigging, hoisting and setting-in place of all equipment furnished by him or as shown on drawings or as specified herein.

3.11 NATURAL GAS

1. The gas piping system shall be installed, and final connections made as part of the section titled, "GAS PIPING".
2. Any contractor supplying gas-fired equipment shall leave such equipment complete and ready to operate so that only the final connection of gas piping will be required.

END OF SECTION
15115.6244

SECTION 15185 - INSULATION

PART 1 GENERAL

1.01 SCOPE

1. All surfaces throughout the work shall be insulated with fiberglass insulation as indicated in applicable section.
2. Removal, repair and/or replacement of existing insulation on all existing pipe and equipment due to new work or connection of new work to existing.

1.02 SURFACE TEMPERATURE

1. Where surface temperature can exceed 350° F. substitute calcium silicate insulation.

PART 2 PRODUCTS

2.01 PIPE INSULATION

1. All piping throughout the work shall be insulated with fiberglass pipe insulation in thickness, indicated in 3.04, of high density and with jacket indicated in the applicable section. (Except that outside thickness shall be doubled.) Vapor barrier jackets shall have self-sealing lap joint, and joints between sections shall be covered with a 4" wide strip to self-sealing vapor barrier materials.
2. Aluminum bands shall be applied, two to a section on all indoor insulation.
3. All pipe exposed in finished areas shall be painted color selected. Where insulation is subject to damage or is located below 7'- 0" AFF, insulation shall have stainless steel jacket with no exposed joints or seams.
4. All insulation shall be "plenum rated".

PART 3 EXECUTION

3.01 INSTALLATION OF PIPE INSULATION

1. All pipe insulation shall be applied over dry, clean surface with joints tightly butted and jacket firmly and securely attached and smoothed. Insulation shall be continuous through wall, floor or ceiling openings and sleeves.
2. All valve bodies and fittings shall be insulated with preformed fittings of thickness equivalent to adjacent insulation and jacketed with same material. At Contractor's option, except in plenums, outdoors and where not permitted by code; provide precut fiberglass insulation blanket of same insulation thickness as adjacent insulation with a preformed snap on type molded PVC jacket, cover edges with vapor barrier adhesive or vapor barrier tape.
3. Provide metal shields under all hangers or pipe supports on outside of insulation; on roller supports provide pipe shoe cavity with insulation. Provide insert between support shield and piping on piping 1 1/2" dia. and larger. Insulation inserts shall be heavy duty insulation material length 12" up to 6" dia. pipe 16" long on 8" & 10" pipe, and 22" long on 12" pipe and larger. **HANGERS SHALL NOT PENETRATE PIPE INSULATION.**

SECTION 15185 - INSULATION

4. On outdoor insulation, double insulation thickness, provide metal jacket; and prefabricated, removable and replaceable metal jacket at fitting and valves.
5. Locate insulation and cover seams in least visible locations, neatly finish insulation at supports, protrusions and interruptions.

3.02 INSULATION THICKNESS

1. Minimum pipe insulation thickness shall be in accordance with the ASHRAE 90.1-2007, local requirements, or the following table:

PIPING SYSTEM CLASSIFICATION	FLUID TEMP. RANGE,F.	INSULATION THICKNESS IN INCHES FOR PIPE SIZES		
		1"and LESS	1-1/4 to 2	2-1/4 to 4 and over
Domestic Hot Water Supply and Return	120-200	1"	1"	1"
Domestic Cold Water	40-60	1"	1"	1"
Horizontal Storm Lines		1"	1"	1"

END OF SECTION
15185.6244

SECTION 15410 - WATER SUPPLY SYSTEMS (INTERIOR)

PART 1 GENERAL

1.01 SCOPE

1. The work under this heading shall include furnishing and installation of:
 - A. All domestic water piping, insulation, plumbing material and specialties required for the proper functioning of the work. Connections to all equipment requiring domestic water connections whether furnished under this section or not. Sloped piping and valves to permit drainage of entire system.
 - B. Connection to, modifications, extension, replacement, and/or removal of existing system and equipment for new work.

PART 2 PRODUCTS

2.01 PIPING MATERIAL

1. Water Services - Copper Tubing Type "L", Type "K" underground. All exposed piping under and adjacent to fixtures shall be chrome plated brass pipe. All pipe shall have lead-free solder.

PART 3 EXECUTION

3.01 INSULATION

1. See Section titled "INSULATION".
2. Domestic Cold Water, Hot Water and Hot Water Recirculating Line - Fiberglass with all service jacket.

3.02 STERILIZATION

1. After the tests have been completed, and before the system is put into operation, the entire water system shall be sterilized as required in Section 15015.

3.03 BALANCE COCKS AND RECIRCULATION SYSTEM

1. Balancing plug valves shall be installed in each branch of the recirculating system. Install thermometer in each branch of recirculating system near plug valve to facilitate balancing.

3.04 EXPOSED LINES

1. All domestic water pipe in finished areas shall be concealed in drywall and/or concrete block walls. Where installed in concrete block walls, pipe to be installed within cores and done without cutting block. Where it is not possible to locate in wall without removing block, this Contractor shall coordinate with general contractor location and sizes required. This Contractor shall cut and repair block. Finishing of block shall be suitable for painting.

SECTION 15410 - WATER SUPPLY SYSTEMS (INTERIOR)

2. Where is determined by construction manager and/or architects that pipe must be exposed in finished area, it shall be enclosed in sheet metal chase constructed per architectural details by this Contractor.
3. No pipe shall be allowed in finished areas, except where specifically indicated (backflow preventers, etc.) Pipe shall be insulated and protected per Specification Section 15185. Exposed pipe runouts to fixtures shall be chrome plated.

END OF SECTION
15410.6244

SECTION 15420 - SOIL AND WASTE SYSTEM

PART 1 GENERAL

1.01 SCOPE

1. The work under this heading shall include the furnishing and installation of:
 - A. All soil, waste and vent piping, including connections to sewers. All materials and specialties required for the proper functioning of the work. Connections to all equipment requiring soil, waste or vent connections whether furnished by this Contractor or not.
 - B. Connection to, modification, extension, replacement, and/or removal of existing system and equipment required for new work.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

1. Drainage Systems - Cast iron soil pipe. Galvanized steel, copper tube, etc., may be acceptable if locally approved for underground and above sanitary.
2. All sanitary pipe below floor shall be Schedule 40 PVC.

2.02 JOINTS

1. Neoprene gasket joints may be acceptable if locally approved.
2. "No Hub" pipe, fitting and joint material may be acceptable if locally approved.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

1. Provide minimum slope of 1/8" per foot or as required by local code. Install cleanouts at lower ends of stacks, at each change of direction, where indicated, or required by local code. Support cast iron pipe risers at base of stack and at hubs.
2. Offset vent lines through roof to obtain minimum visibility from front of the building. Extend vents a minimum of 2' above roof line.
3. Flash vents passing through roof with sheet lead (6 lbs./Sq.Ft.). Extend lead vertically up pipe and turn down into bore 2" or terminate in special flashing collar. See Section titled "General Requirements - Flashings".

END OF SECTION
15420.6244

SECTION 15440 - GAS PIPING SYSTEM

PART 1 GENERAL

1.01 SCOPE

1. The work under this heading shall include the furnishing and installation of:
 - A. All gas piping including all materials and specialties required for the proper functioning of the work. Connections to all equipment requiring gas connections whether furnished by this Section or not.
 - B. Gas service in accordance with local regulations including meter pits if required or shown.
 - C. Connection to, modification, extension, replacement, and/or removal of existing system and equipment as required for new work.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

1. Steel pipe with malleable iron fittings unless otherwise required by local authorities. All underground piping shall be coated in accordance with the recommendations of the local utility. Use approved connectors and/or connection details for all equipment. All pipe above 2" dia. shall be welded.
2. All gas pipe shall be painted "yellow" including but not limited to pipe on roof and above ceilings.
3. Label all gas pipes with "GAS – Gas Pressure".
4. Provide check valve on discharge of regulator for each line feeding labs.

2.02 GAS EMERGENCY SHUTOFF

1. Provide a complete gas emergency shutoff system. The system shall consist of;
 - A. Control Station
 1. Surface mounted (only allowed on existing masonry walls); ASCO Model 173A20 or approved equal. All other applications; recessed mounted ASCO Model 173A19 or approved equal. Units shall have momentary mushroom push button labeled "Emergency Gas Stop". Upon activation, power to valves is shut off and valves close in 1 second.
 2. Quantity of stations shall be as indicated on plans where more than one station closes solenoid valve. The units shall be controlled so any valve closes solenoid.
 - B. Solenoid Valve
 1. ASCO Series 8215 or approved equal (size to match line size); 2-way normally closed, explosion proof, low pressure gas control, 120V voltage.

SECTION 15440 - GAS PIPING SYSTEM

C. AC Relay Control Panel

1. ASCO Catalog 108D90C or approved equal recessed mounted, key operated switch with manual on/off buttons, surface mounted on existing masonry walls (Provide additional metal to over sides and wiring).

D. Master Control Station

1. ASCO 216C89 key-operated or approved equal; normally open switch and a normally closed pushbutton mounted in a stainless steel faceplate for flush installation labeled "Gas Valve Control" on the faceplate, and the switches are labeled "Open" over the key switch and "Shut" over the pushbutton with wall box.

E. All wiring per manufacturer's requirements and to be provided by this Contractor.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

1. All gas piping shall be installed in accordance with the International Fuel Gas Code, NFPA-54 and the recommendations of the local utility including coating, ventilation and/or protection.
2. All gas pipe shall be painted "yellow" including but not limited to pipe on roof and above ceilings.
3. Label all gas pipes with "GAS - Gas Pressure".

3.02 CONNECTIONS TO EQUIPMENT

1. All connections to equipment shall have shut offs and drip legs and shall be in accordance with equipment manufacturer's requirements. All shutoff valves shall have 1/8" NPT plugged tapping for pressure testing. Verify final location and type of connection in field.
2. All connections to movable equipment shall have flexible connections, quick disconnects. All kitchen equipment shall have stainless steel flexible connections.

3.03 GAS PRESSURE

1. All gas-fired equipment furnished under this Contract shall be rated to operate at minimum 5.0" w.c. gas operating pressure, unless otherwise noted.
2. Prior to installation of gas pipe, this Contractor shall verify the pressure requirement of all gas-fired equipment furnished under this Contract or under other Contracts
3. Where gas pressure exceeds 6.0" WC or where high pressure in excess of 14" WC is utilized, provide pressure regulators in all gas lines where appliances are not rated for higher gas pressure. Pressure regulators shall be sized and installed per manufacturers' requirement. All regulators installed indoors shall be vented outdoors.

END OF SECTION - 15440.6244

SECTION 15450 - PLUMBING FIXTURES AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE

1. Furnish and install complete with all necessary trim, hangers, etc., all plumbing fixtures and equipment required for the Contract.
2. All handicapped fixtures shall be installed per American Disabilities Act (ADA) and applicable guidelines.
3. Install all fixtures at heights indicated on architectural plans.
4. Provide all offset piping and special tail pieces per manufacturer requirements to comply with clearances per ADA.
5. Adjust heights of carriers due to depressed floors in toilet rooms.
6. All fixtures, equipment and appurtenances where manufacturer and manufacturers' model numbers are specified shall be "or approved equal".

PART 2 PRODUCTS

2.01 SUPPLIES, TRAPS, CARRIERS, ETC.

1. Provide chrome plated supplies with screw driver stops for all fixtures.
2. Provide traps, deep seal where required, for all fixtures, chrome plated where exposed.
3. Provide Josam (or approved equal) carriers for all wall hung fixtures. All bases, where required, to be block type. with 4"x3" reducing bushings fabricated steel cabinet with flow control and fresh air inlet.

2.02 **P-6** FLOOR DRAINS

1. Acid-resistant floor drain; Orion AWFSTD (or approved equal) 2" corrosion resistant. Provide deep seal trap and JR Smith Quad Seal.

2.03 **P-1** - SCIENCE ROOM LAB SINKS (LS)

1. This Contractor to provide all domestic water, gas (where applicable) and acid resistant piping. Where indicated on plans, sink to be furnished and installed by general contractor and faucet and drain assembly to be furnished by general contractor and installed by this Contractor, see Section 15015.

2.04 **P-2** - SCIENCE ROOM INSTRUCTION TABLES (IS)

1. This Contractor to provide all domestic water, gas (where applicable) and acid resistant piping. Where indicated on plan, sink furnished and installed by general contractor, faucet and drain assembly to be furnished by general contractor and installed by this Contractor, see Section 15015.

SECTION 15450 - PLUMBING FIXTURES AND EQUIPMENT

2.05 P-3 - SCIENCE ROOM EMERGENCY SHOWER (EM SHWR)

1. Bradley Model S19-310 SC (or approved equal), 10" dia. showerhead with shower valve and pull chain, 10" dia. eye wash bowl with hinged cover, eyewash valve, 1¼" dia. pipe and fittings. Provide privacy curtain Bradley S19-330, water supply Lawler Model 911, #8334 mixing valve(or approved equal). Locate mixing valve per architectural plans. 1¼" dia. from mixing valve to eyewash.

2.06 P-4 - FUME HOODS

1. This Contractor to provide all domestic water, gas (where applicable) and acid resistant piping. Hood furnished and installed by general contractor and fittings to be furnished by general contractor and installed by this Contractor, see Section 15015.

2.07 P-5 - SCIENCE ROOM HANDICAPPED SINKS

1. This Contractor to provide all domestic water, gas (where applicable) and acid resistant piping. Where indicated on plan, sink furnished and installed by general contractor, faucet and drain assembly to be furnished by general contractor and installed by this Contractor, see Specification Section 15015.

PART 3 EXECUTION

3.01 INSTALLATION

1. All fixtures shall be installed after finished surfaces are complete; they shall be set neat and flush without damage to adjacent surface.
2. All equipment shall be installed in a neat workmanlike manner.
3. All floor mounted fixtures to be set on silicone caulking as further waterproofing.

END OF SECTION
15450.6244

SECTION 15475 - ACID RESISTANT WASTE VENT & NEUTRALIZING SYSTEM

PART 1 GENERAL

1.01 SCOPE

1. Furnish and install complete acid resistant waste and acid neutralizing interceptor system as shown on the drawings.
2. Leave equipment completely installed so that only the connection of auxiliary services is required to make ready for start up.
3. Provide all materials, miscellaneous equipment and interconnecting piping required for the proper functioning of the work.
4. Provide rough-in and final connection for connection to fixed equipment as specified in Section 15015.

1.02 INDIVIDUAL ACID NEUTRALIZING SUMP

1. Furnish and install where indicated on drawings, an acid neutralizing sump. Sumps shall be located in instructors casework and fume hoods for science room. Unit shall have bolted cover and shall have a vent opening.
2. Connections to sump may be either hub end with caulked joint or threaded.
3. The neutralizing medium with each sump is filled up to the invert of the inlet, should be marble or limestone in pieces of not less than 1" and not more than 3" in size.
4. Materials shall be either calcium or magnesium carbonate or both with a calcium carbonate equivalent of at least 90%. Agricultural limestone meets this specification.
5. Acid neutralizer tank size shall be as indicated on plans and Orion Style 8 or approved equal, nominal 1-1/2 -gallon capacity 12-1/2 x 8-1/2 x 9" H. Locate sump vent pipe in furniture coordinate with general contractor.
6. Provide acid resistant pipe from sink to inlet. Provide acid resistant vent pipe.

1.03 PIPING MATERIALS

1. Piping material to be as specified in Section 15115.
2. Joints for all piping in easily accessible spaces up to 3" diameter shall be mechanical type or heat fusion.
3. Joints for all piping in concealed spaces shall be made by heat fusion only.

1.04 EXECUTION

1. Provide acid resistant cleanouts at lower ends of stacks at each change of direction where indicated or where required by local code.

SECTION 15475 - ACID RESISTANT WASTE VENT & NEUTRALIZING SYSTEM

2. Provide minimum slope 1/8"/ft. and minimum 2" diameter on all underslab pipe, or as required by code.
3. Locate neutralizing sump in pit (pit by general contractor). Provide shop drawing and information on sump and piping to general contractor. Coordinate sleeves, pit depth, and all details with general contractor.

END OF SECTION
15475.6244

SECTION 15570 - AUTOMATIC SPRINKLER SYSTEM

PART 1 GENERAL

1.01 SCOPE

1. Provide all piping for full sprinkler protection of the building, or those areas shown. Provide all pipe, equipment, material and appurtenances necessary for the proper functioning of the work as hereinafter specified.
2. Provide required zoning of system including indication.

1.02 CODES AND REGULATIONS

1. All work done, all equipment and material used and all tests shall be done to meet the approval of the NFPA, local codes and insurer as well as local authorities having jurisdiction.

1.03 INSPECTION

1. All work shall be inspected by the insurer and any local authorities having jurisdiction; certified copies of these approvals shall be delivered to the Owner before final payment.

1.04 SHOP DRAWINGS

1. This Contractor shall prepare shop drawings showing all runs of piping and necessary details and elevations.
2. Shop drawings shall be prepared and sealed by a registered Professional Engineer and shall be submitted and approved by the inspecting authorities before submission to the Architect and/or Engineer for record only. Architect Engineer will not review shop drawings.
3. This Contractor shall submit along with shop drawing the calculations required for engineering of the system.
4. Shop drawings shall be submitted to all Contractors, Sub-Contractors and/or any other entity which require drawings for coordination of their work with the fire protection. The drawings shall be submitted in a timely manner so as to impede the progress of any other trades.
5. If shop drawings are submitted for coordination prior to approvals and there is a change to the system required due to the approvals, this Contractor shall pay for all cost incurred by other Contractors, Sub-Contractors and/or Suppliers incurred due to changes.

1.05 DESIGN

1. Contractor shall use hydraulically designed sprinkler system, calculations shall be based upon NFPA and shall have a minimum of 15% safety factor between required system pressure and actual pressure available. Submit calculations for approval to Inspecting Authorities before submission to the Architect and/or Engineer for record.

SECTION 15570 - AUTOMATIC SPRINKLER SYSTEM

1.06 FLOW TEST

1. This Contractor shall obtain in writing from local utility company results of latest flow test for use in preparing hydraulic calculations. Flow test should include all pertinent data and dates when test was conducted along with any anticipated seasonal variations. The lowest flow and pressure shall be used in system design.
2. If no flow test data is available, this Contractor shall either make arrangements with local utility company to perform flow test or perform his own flow test, either to be done at no additional cost to Owner.

PART 2 PRODUCTS

2.01 SPRINKLER HEADS

1. All sprinkler heads shall be of the approved type of sidewall, upright or pendant installation with temperature rating required. Sprinkler heads in the pendant or sidewall position shall be chrome plated and provided with chrome plated escutcheon. Provide upright heads with guards under equipment, ducts over 48 inches etc., as required.
2. Sprinkler heads in suspended finished ceilings shall be fully recessed and concealed with coverplate painted color selected.
3. Quick response EFSR or other types of heads shall be used as required for service.

2.02 TOOLS AND SPARE HEADS

1. A set of tools required to remove or replace sprinkler heads or to make adjustment in water alarm valves shall be furnished. Tools and heads shall be provided in a metal box with hasp, lock and two keys capable of containing all items, provided with brass plated riveted on, engraved, "Sprinkler Tools", in block letters no less than 3/4" high. Twenty-four (24) spare sprinkler heads shall also be furnished.

PART 3 EXECUTION

3.01 PIPING INSTALLATION

1. In general, all piping shall be run near the roof, hung from overhead, and above suspended ceiling. All piping shall be graded and drain valves with plug type discs provided to permit complete drawings.
2. Sprinkler heads on exposed piping shall be upright, on concealed piping pendant type.
3. Provide 2" drain on each sprinkler riser with slight glass.
4. Provide Inspector's Test Connections for each system. Line shall be installed with valve located so that it can be reached from the floor and shall terminate in a brass outlet giving the flow equivalent of one sprinkler. Drain to splash block located outside of building or floor drain.

SECTION 15570 - AUTOMATIC SPRINKLER SYSTEM

3.02 INTERRUPTION OF EXISTING SERVICE

1. The work required for modification, connection to, extension, replacement, and/or removal of existing systems shall not interrupt fire service to the existing building, except as indicated in Section 15010. Prior to any required shut down, drainage or interruption of fire protection system, the local Fire Department must be notified with sufficient time to prepare for any preventative action.

3.03 WIRING

1. All control wiring, interlocking wiring, wiring between valves, any and all wiring required for the work, sensors, panels and alarms shall be by this Contractor. All work per National Electrical Code.

END OF SECTION
15570.6244

SECTION 16100 - GENERAL ELECTRICAL

1. GENERAL PROVISIONS

- 1.1 The applicable provisions of the Division 1 General Conditions, Supplemental Conditions, Special Contract Requirements, Amendments and Additions to the General Conditions, and all project addenda are hereby made an integral part of this section.
- 1.2 These specifications apply to all electrical work performed.
- 1.3 When apparent conflict exists between these specifications and the contract drawings, within the specifications, or within the drawings, the engineer will determine the intent.
- 1.4 The term "provide" means "furnish and install". The terms "contractor", "E.C.", and "EC" mean "electrical contractor", unless otherwise noted. All work indicated in specifications division 16000 and on the electrical drawings is by the electrical contractor, unless otherwise noted.
- 1.5 The terms "unless otherwise noted" or "unless otherwise indicated" in any form of wording mean "unless specifically indicated otherwise on the electrical drawings, in the electrical specifications, or in the General Conditions and Requirements to the specifications and/or contract". These terms do not mean "unless indicated otherwise on the general construction, mechanical construction, or other disciplines' drawings or specifications", except where specifically so worded on the electrical drawings or electrical specifications.
- 1.6 Materials and equipment manufacturers and catalog numbers specified constitute the type and quality of design, material, workmanship, ruggedness of construction, resistance to vandalism, exact operating and performance characteristics, features, configuration, dimensions, etc.. Where multiple manufacturers are shown in the drawings and/or specifications, not all manufacturers shown may be capable of providing materials and equipment meeting the specifications, field conditions, etc.. Manufacturers not specifically shown on the drawings or specifications shall be considered, provided the products are equivalent or superior to the requirements of the drawings and specifications (including equivalent or superior to products and/or manufacturers specifically shown on drawings and specifications). Manufacturers, whether shown on the drawings or specifications or not, are acceptable only if they can meet the specifications, conditions, and requirements specific to this project. The terms "equivalent", "equal", "equaling", and "approved equal" mean "equivalent or superior to the item/process specified when approved by the engineer", unless otherwise noted.
- 1.7 For any equipment indicated on the drawings or specifications as furnished by the owner (or furnished by any other party, including other contractors, subcontractors, or third parties), contact the furnishing party prior to submitting bid to obtain all requirements of such equipment as necessary to provide a complete installation. Provide all ancillary equipment as necessary which is not furnished but which is required for a complete installation of owner furnished equipment.

2. SCOPE OF WORK

- 2.1 The work governed by these specifications consists of providing all labor, materials, equipment, services, and related items/work necessary to complete all the electrical work as indicated and described in the drawings and specifications.

SECTION 16100 - GENERAL ELECTRICAL

2.2 Electrical work includes but is not limited to:

- A. Electric service and service equipment
- B. Power distribution and wiring
- C. Interior and exterior lighting
- D. Emergency power and lighting
- E. Utilization equipment connections
- F. Fire alarm system
- G. Telephone raceway/pathway system
- H. Temporary power and lighting

3. CONTRACT DRAWINGS AND SPECIFICATIONS

3.1 Drawings are diagrammatic and indicate the general arrangement of the various systems and approximate and relative locations of the materials and equipment defined by the specifications. Coordinate with and obtain the approval of the owner, architect, and engineer for the exact locations of all materials and equipment. Check the drawings, specifications, and all fabrication and shop drawings (including fabrication and shop drawings of other trades) to verify space conditions, headroom requirements, characteristics, and for coordination. Where space conditions and headroom requirements appear inadequate, notify the engineer before submitting a bid. No extra consideration, claims, charges, or compensation will be granted under any circumstance for failure to notify the engineer, or for any alleged misunderstanding of the requirements above. Completely furnish, install, connect, and interconnect all components of all systems in accordance with contract requirements, manufacturer's instructions, applicable codes and standards, and best practices of the trade.

3.2 Minor deviations, variations, changes, and corrections from layouts shown on the drawings (based on coordination, conditions, manufacturer's instructions, codes and standards, shop drawings, and verification of measurements and conditions) are permitted to facilitate construction provided the changes do not represent potential changes in scope of work (see the section of these specifications "Changes to the Scope of Work") and provided the changes are acceptable to the owner, architect, and engineer.

3.3 Before submitting bid, examine and check all drawings and specifications relating to all work, including electrical, mechanical, plumbing, general construction, fire protection, and any other trades' drawings and specifications (as well as Division 1 General Conditions) and become fully informed as to the extent and character of work required and its relation to the work of other trades. No extra consideration, claims, charges, or compensation will be granted under any circumstance for any alleged misunderstanding of the work to be performed, or the force and intent of these specifications.

3.4 Fully coordinate (prior to releasing doors and hardware) with the general contractor to ensure that all doors to rooms housing new large electrical equipment swing open in the direction of egress and are equipped with proper "panic" hardware (as per NEC Articles 110.26(C)(3) and 110.33(A)(3), where applicable).

4. VISIT TO SITE

SECTION 16100 - GENERAL ELECTRICAL

- 4.1 Before estimating work, visit the project site and verify all measurements and field conditions affecting the work. The contractor is fully responsible for the correctness of all measurements and for any connections to existing work. Submission of bid is considered evidence that this contractor has visited and examined the site. No extra consideration, claims, charges, or compensation will be granted under any circumstance for extra work as a result of the contractor's failure to visit the site or verify conditions and measurements.
5. VERIFICATION OF MEASUREMENTS AND CONDITIONS
 - 5.1 The electrical contractor is solely responsible for verifying field measurements, conditions, and drawing and specifications information (for all trades) before ordering materials and equipment and before commencing work. The electrical contractor is solely responsible for verifying shop drawings (including shop drawings of other trades) before releasing related materials and equipment and before rough in. No extra consideration, claims, charges, or compensation will be granted under any circumstance due to any differences between the actual dimensions and any dimensions indicated on the drawings.
 - 5.2 Report any apparent discrepancies or conflicts found at once to the engineer for consideration and wait for a decision before proceeding with any work in the affected area.
 - 5.3 The engineer's decisions in cases of discrepancies, conflicts, and related to verification of measurements and conditions are final and binding upon the contractor, make all installation accordingly.
6. EXISTING CONDITIONS AND UTILITIES
 - 6.1 Information and data indicated on the drawings regarding existing conditions (including underground utilities) is from the best available sources. However, no assurance is made as to completeness and/or accuracy.
 - 6.2 Contact all utility companies operating in the project vicinity (water, gas, sewage, electric, telephone, cable television, etc.) and the owner's maintenance department (where applicable) and verify all existing underground systems before any excavation commences. Utilize applicable "one-call" or "before you dig" utilities marking services, including paying all associated fees.
 - 6.3 Relocate any existing underground electrical feeders and wiring in areas of construction and around proposed foundations as applicable. Include all costs in bid. If any third-party owned wiring or equipment interferes with construction, notify the engineer.
7. ITEMS NOT SHOWN OR SPECIFIED
 - 7.1 Provide any items of material not indicated on the drawings and/or not specified, but which are required for the complete and proper installation and/or operation of any part of the work, as if indicated and specified.
 - 7.2 Provide any work not indicated on the drawings and/or not specified, but which is required for compliance with applicable codes and regulations, as if indicated and specified.

SECTION 16100 - GENERAL ELECTRICAL

- 7.3 No extra consideration, claims, charges, or compensation will be granted under any circumstance for performing work required for complete and proper installation/operation or required for compliance with applicable codes and regulations.

8. REGULATIONS AND CODES

- 8.1 Perform work in accordance with all respective requirements of the latest adopted editions (as of the date of electrical construction permit approval) of all applicable federal, state, and local codes, standards, regulations, ordinances, laws, etc. and industry standards. This includes applicable requirements of the National Electrical Code (NEC), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Americans with Disabilities Act (ADA) (as well as all related state disabled access and/or barrier free codes and standards and ANSI A117.1), International Building Code (IBC), International Energy Conservation Code (IECC), International Residential Code (IRC), Factory Mutual (FM), Illuminating Engineering Society of North America (IES, IESNA), Institute of Electrical and Electronic Engineers (IEEE), Insulated Power Cable Engineer's Association, National Electrical Contractors' Association (NECA) "Standard of Installation", National Electrical Manufacturer's Association (NEMA), National Electrical Safety Code (N.E.S.C.), Underwriter's Laboratories (UL), United States Department of Labor Occupational Safety and Health Administration (OSHA), utility companies requirements, etc..
- 8.2 Where listing or labeling (in any form, i.e. UL, CSA, ETL, etc.) is indicated in the drawings or specifications or is otherwise required by the NEC or other applicable code, provide equipment and materials as either listed or labeled by a qualified product evaluating organization (UL, CSA, ETL, or approved equal) acceptable to local authorities having jurisdiction. Include all costs in bid. No extra consideration, claims, charges, or compensation will be granted under any circumstance associated with providing listed equipment.
- A. The electrical contractor is fully responsible for verifying (before submitting bid) the applicability and extent of code required listing with local authorities. Specifically verify if the municipality has any requirements that "listable" (capable of being listed) products must be "listed". Provide accordingly where applicable.
- B. Submission and/or approval of shop drawings (which may or may not show listing) do not relieve the contractor of the responsibility to meet listing requirements.
- C. Where products required (by specifications/code) as listed are installed without listing or as non-listed (without prior written approval), the contractor shall remove the products and install listed products at no cost to the owner. Written approval will only be considered if all of the following are satisfied:

SECTION 16100 - GENERAL ELECTRICAL

- 1) The contractor is fully responsible for (including all costs) and must prepare and submit any and all information necessary for review and evaluation of products (by the authority having jurisdiction, engineer, architect, and owner). This includes all processing costs for all parties involved and costs for any special or independent third party inspections, investigations, evaluations, engineering services (including sealing by a registered professional engineer), etc. which may be required or requested in conjunction with approval. In the absence of listing, the contractor is fully responsible for proving that products are acceptable.
- 2) The contractor must show one (1) or more of the following:
 - a) That listed products are not available.
 - b) That providing available listed products involves excessive costs or hardships.
 - c) That listing of products involves requirements that unreasonably exceed the requirements of the specifications, codes, and project conditions.
- 3) Products must meet or exceed all specified requirements, industry standards, code requirements, and conditions specific to the project.
- 4) There must be no change in contract price (except that the owner reserves the right to require credit pricing).
- 5) Where acceptable to the owner.

8.3 Where NEC article numbers are referenced in the drawings and specifications, they apply to the latest edition. Where the authority having jurisdiction has not adopted the latest edition, refer to the corresponding applicable code requirement article.

9. PERMITS, CERTIFICATES, AND FEES

- 9.1 Apply for, obtain, pick-up, and pay for (pay all costs associate with) all permits, licenses, certificates, etc., required for execution of the project. Procure all permits immediately upon notice to proceed with the contract. The contractor is fully responsible for verifying all permits, licenses, certificates, etc. which are required. Submit (see the section of these specifications "Summary of Submissions") copies of all permits, licenses, certificates, etc. in conjunction with this project for record. Prepare all information and data for submittal to any authority in order to obtain permits and certification of compliance for the permits. This specifically includes this contractor reproducing contract drawings for permit submission, which shall be sealed by the electrical engineer upon request.
- 9.2 Obtain and submit (see the section of these specifications "Summary of Submissions") six (6) copies of inspection certificate(s) from authorities having jurisdiction indicating approval of the electrical installation. Arrange and pay for all electrical inspections (performed by an approved Underwriters Inspection Agency) associated with inspection certificate(s).

SECTION 16100 - GENERAL ELECTRICAL

- 9.3 Applicable utility service charges will be paid directly by the owner. Obtain and submit (see the section of these specifications "Summary of Submissions") written estimates from all respective utility companies prior to utilities performing work.
- 9.4 If and when requested by the owner or owner's representative, the electrical contractor shall submit to the owner any information necessary as part of the owner's application or submission for applicable grants, rebate programs, reimbursement programs (including, but not limited to, energy rebate programs such as "smart start" or "clean energy"), or other similar/related programs. Submit all required documentation, including, but not limited to, detailed pricing information on materials and/or labor, bills of materials, invoices, receipts, counts, take-offs, other related cost information, submittals, shop drawings, etc.. Compile information in format as directed by the owner or owner's representative including tables and other formats as requested.

10. GUARANTEE AND WARRANTIES

- 10.1 The electrical contractor is fully responsible to guarantee all electrical equipment and work (applies to all materials and equipment, including lamps for luminaires) and is fully responsible for all manufacturers' warranties from material purchase (by the contractor), through the date of final acceptance by the owner, to the expiration date(s) of the guarantee and warranties. Guarantee and provide warranties for a period after the date of final acceptance by the owner as per Division 1 General Conditions, unless longer periods are specifically indicated otherwise on the electrical drawings or specifications. Guarantee/warranty periods of less than two (2) years after date of final acceptance are not permitted under any circumstance.
- 10.2 Wherever "warranties" are indicated elsewhere in the specifications, provide and submit (see the section of these specifications "Summary of Submissions") written manufacturers' warranties for equipment. Include all costs in bid associated with providing specified warranties periods (including purchasing any required extended or special warranties to meet the specified periods). Submission of written warranties showing periods, conditions, or coverage of less than the periods, conditions, and coverage specified does not relieve the contractor or manufacturers' of the responsibility to provide warranties with periods, conditions, or coverage as specified. Manufacturers' warranties do not relieve the contractor of any responsibility associated with the electrical contractor's guarantee.
- 10.3 The electrical contractor shall guarantee and respective manufacturers shall warranty equipment and materials from defects in workmanship, materials, and operation. Provide guarantee/warranties including all service, maintenance (excluding routine maintenance), materials, labor, travel, all other work, and all expenses required as part of guarantee/warranties. Provide all guarantee/warranties service at no extra cost to the owner under any circumstance. Provide all guarantee/warranties service in timely manner.
- 10.4 Completely replace or repair, to the satisfaction of the owner, any equipment (as part of this project) improperly installed or damaged before or after installation until expiration of the guarantee period. Completely replace or repair, to the satisfaction of the owner, any equipment (including existing equipment and equipment installed by any other contractor or party) damaged by the electrical contractor (or any subcontractor thereof).

SECTION 16100 - GENERAL ELECTRICAL

11. SEQUENCE OF WORK

- 11.1 Perform work in areas or general sequences (including applicable project phasing) as determined and directed by the owner and architect. Submit (see the section of these specifications "Summary of Submissions") a complete schedule of construction for approval, showing delivery of equipment, erection of equipment, pertinent work related to installation, and when equipment will be placed in operation. Fully coordinate exact sequencing, phasing, and scheduling with all contractors, the architect, and the owner in detail and obtain approval of sequencing, phasing, and scheduling before starting work.
- 11.2 Perform all work in such a manner and associated with sequencing, phasing, and scheduling as applicable and include all costs and manpower allocations in bid. For example, to complete a particular sequence or phase of the work, it may be necessary to perform work in physical areas of the project areas which are covered by and/or part of prior phases or subsequent phases of work (i.e. work in initial phases of the project may involve installing the electrical service and electrical distribution equipment in areas which are proposed for renovation as part of a later phase; this would require installing the electrical service and electrical distribution equipment as part of the initial phase). Verify all such conditions, implications, requirements and include costs in bid. No extra consideration, claims, charges, or compensation will be granted under any circumstance for sequencing, phasing, and scheduling.
- 11.3 Maintain service at all times (except as provided elsewhere in the drawings and specifications for shutdowns) and minimize disruptions to all active areas, activities, and operations in and around the scope of work. This specifically includes activities and operations of the owner, third parties in the vicinity of the project, roads and highways surrounding the project, and utility companies serving the project. Coordinate specific requirements with the owner before submitting bids.
- 11.4 Maintain service of life safety systems (specifically emergency lighting and fire alarm) at all times.
 - A. As a minimum, maintain the following during construction (except brief periods, not exceeding one (1) working day, while making connections to or transitions between existing, proposed, and temporary systems [where applicable]):
 - 1) Maintain code compliant emergency lighting in all occupied areas of the building. Emergency lighting is not required in unoccupied areas and other areas closed to use by building occupants.
 - 2) Maintain manual fire alarm operation throughout the entire building (including areas under construction). This includes manual pull stations (existing, proposed, and/or temporary) at all active building means of egress exits (i.e. exits from each floor to stairwells or the exterior). This includes audible signaling devices to adequately warn building occupants and construction personnel (visual signaling is not required and signaling is not required to comply with the ADA during construction).
 - 3) Maintain supervision of all active sprinklers in the building. This includes monitoring flow, tamper, and pressure switches.

SECTION 16100 - GENERAL ELECTRICAL

- 4) Maintain service to automatic fire detection as much as practical. Automatic fire detection is not required to operate in areas of construction at times when construction personnel are present (who can activate manual fire alarms). Other shutdowns of automatic fire detection may be considered, if approved in writing by the owner.
 - 4) Whenever ADA approved signaling is not operational during construction, the electrical contractor's construction personnel shall be instructed with and shall carry out procedures to manually notify any disabled building occupants of fire emergencies (*this provision does not apply if the existing fire alarm system is not ADA compliant or is not present*).
 - 5) Whenever HVAC duct smoke detection systems are not operational during construction, the electrical contractor is responsible for maintaining clear and unobstructed access to HVAC controls and/or disconnecting means (to facilitate manual operation in the event of a fire).
- B. To satisfy requirements above, any existing and proposed life safety systems may be used as much as practical. Where requirements cannot be satisfied using existing/proposed systems, provide suitable temporary life safety systems (including all associated temporary wiring) as applicable.
- C. Whenever unable to meet the above requirements, the electrical contractor (at the electrical contractor's expense) shall provide continuous fire watch.

12. CHANGES TO THE SCOPE OF WORK

- 12.1 Changes to the scope of work include any change effecting the overall nature or cost of the project. Examples of changes to the scope of work include, but are not limited to, additions or deletions of equipment or items of work, substitutions not equivalent or superior to equipment specified, substitutions with characteristics or operation varying from equipment specified, changes which effect the ultimate use or functioning of equipment or areas of the building, changes considered to be "substantial", any change which any party (contractors, sub-contractors, owner, architect, engineers, etc.) believes may involve a possible change in contract price, etc..
- 12.2 Make all changes to the scope of work in complete accordance with the general conditions of the specifications. Submit (see the section of these specifications "Summary of Submissions") changes to the scope of work immediately upon proposal of changes. Do not proceed with any work associated with or affected by changes to the scope of work unless the owner approves changes in writing or authorizes proceeding in writing.
- 12.3 All applicable provisions of the contract drawings and specifications, including addenda and prior changes, apply to all changes to the scope of work, unless specifically indicated otherwise.
- 12.4 In addition to all requirements of the general conditions, submit all pricing related to changes to the scope of work as indicated below. Pricing will not be reviewed until the required breakdowns (summarized below) are submitted.

SECTION 16100 - GENERAL ELECTRICAL

- 12.5 Submit pricing for a proposed change to the scope of work with detailed breakdown as follows.
- A. Submit a complete detailed breakdown of all material associated with the proposed change in scope of work. Itemize each unit of material and the respective cost.
 - B. Submit a complete detailed breakdown of all labor associated with each respective item of the above material breakdown. Itemize labor hours and classification for each item of material. Summarize total labor costs, broken down by worker classification and/or billing rate.
- 12.6 Where instructed to proceed with a change to the scope of work on a time-and-material (T&M) basis, submit pricing with detailed breakdown as follows.
- A. Submit a complete detailed breakdown of all material. Submit copies of all receipts, invoices, and stock material lists.
 - B. Submit a complete detailed breakdown of all actual labor hours. Submit copies of time sheets. Summarize total labor costs, broken down by worker classification and/or billing rate.
13. TEMPORARY POWER AND LIGHTING
- 13.1 For this specification section only, the term "responsible" (in any form) means "responsible to pay all costs (pay to the electrical contractor) to erect the described work". For this specification section only, the term "erect" (in any form) means "furnish, install, maintain, and remove".
- 13.2 The electrical contractor is responsible for temporary power and lighting service/source and distribution during construction. Provide service capacity sufficient for construction. Provide service including any required utility or private metering.
- 13.3 The electrical contractor is responsible for all temporary lighting, all 120 V power for small construction tools, and all other temporary power not exceeding 120 V or 20 A. Power for large tools and equipment exceeding 120 V or 20 A (including arc welders, etc.) is the responsibility of the contractor requesting such power. Temporary power during construction (exceeding 120 V or 20 A) to permanent equipment installed as part of this project (for installing, testing, operating, etc., including mechanical equipment, elevators, etc.) is the responsibility of the contractor requesting such power.
- 13.4 Where a general contractor's construction trailer is present, the electrical contractor is responsible for a minimum 60 A, maximum 200 A single phase service to the trailer. Provide service including any required utility or private metering. Temporary service to any other contractor or subcontractor trailer is the responsibility of the contractor requesting such service.
- 13.5 Where utility power is not available and during shutdowns of utility power, the contractor requesting power under these conditions is responsible for providing portable generator(s), associated temporary wiring, and fuel (sufficient to meet power requirements during these conditions). Generator power to owner loads during construction is not required (unless specifically indicated on the drawings).

SECTION 16100 - GENERAL ELECTRICAL

- 13.6 The electrical contractor is responsible for temporary power to existing and/or other owner loads, equipment, and wiring as indicated on the drawings.
- 13.7 The electrical contractor shall erect all temporary power equipment and wiring for a complete temporary power installation, regardless of the contractor who is responsible for the temporary power.
- 13.8 Erect all temporary power and lighting during construction in accordance with OSHA and the NEC. This includes required ground fault circuit interrupter (GFCI) protection for personnel and "assured grounding program".

14. TESTING

- 14.1 After completing installation of equipment and wiring and prior to energizing or placing in service, test all electrical equipment, conductors, systems, and each and every part thereof to insure continuity, proper splicing, freedom from unwanted grounds, acceptable insulation values, proper operation and functioning, and a complete workmanlike installation to the satisfaction of the engineer and owner.
- 14.2 Completely test all equipment installed. This includes all equipment furnished and installed by the electrical contractor as well as equipment furnished by others and installed by the electrical contractor and equipment furnished and installed by others and wired by the electrical contractor.
 - A. Electrical tests of panels, switches, and circuit breakers rated 800 A and less and 600 V and less are not required, except that meg-ohm meter testing is required.
 - B. Electrical tests of motors 75 kW (100 hp) and less are not required.
 - C. Electrical tests of individual motor starters are not required. This does not apply to motor control centers (where applicable), where complete testing is required.
 - D. Visual and mechanical checks are required for all equipment (including all panels, switches, circuit breakers, motors, motor starters, and all other equipment) without exception.
- 14.3 Test all equipment and wiring as per the latest edition of InterNational Electrical Testing Association (NETA) standards (Acceptance Testing Specifications (NETA-ATS) for new equipment/wiring and Maintenance Testing Specifications (NETA-MTS) for existing equipment/wiring), unless indicated otherwise. For each piece of equipment, perform testing as shown for that equipment in respective NETA standards. Where equipment is not specifically shown in NETA standards, perform testing as shown for equipment most closely resembling the equipment to be tested. Perform all tests shown in respective NETA standards, unless indicated otherwise. Tests shown as "optional" in NETA standards are not required unless specifically indicated otherwise on the drawings or specifications. Utilize suitable instruments in making all tests, as per NETA standards. Battery, magneto, or similar hand-held testers may be used for preliminary conductor continuity checking but are not acceptable for final results, which must be obtained utilizing proper equipment only (i.e. meg-ohm meter, etc.).

SECTION 16100 - GENERAL ELECTRICAL

- 14.4 Provide all testing performed by a NETA accredited independent testing firm employed by the electrical contractor, unless indicated otherwise. Provide visual and mechanical checks shown in the NETA standards, testing of transformers 225 kVA and less (with primary and secondary voltages 600 V and less only), and testing of panels, switches, and circuit breakers 1,200 A and less and 600 V and less performed by the electrical contractor's direct employees or by the independent testing firm (at the contractor's option). Provide continuity and insulation resistance meg-ohm meter testing of 600 V and less conductors performed by the electrical contractor's direct employees only.
- 14.5 If requested by the owner or engineer, utilize a recording type (i.e. "Dranetz") meter to measure phase-to-phase voltage, phase to neutral voltage, phase currents, harmonic content, and surges in the system. Perform testing for a period of one (1) week. Completely set up and take down meter and submit printout tapes formal test results.
- 14.6 For all testing performed, submit (see the section of these specifications "Summary of Submissions") complete typewritten and tabulated test results for review and approval by the engineer and owner. Submit test result bound together in a single three-ring binder (one (1) binder per set of test results) including a table of contents. Submit quantity of sets as directed in the General Construction specifications, but in no case less than three (3) sets. Submit results upon project completion, except under conditions below.
- 14.7 Where any abnormal, questionable, "failing", or "borderline" test results are encountered or where discrepancies are noted during testing, submit results immediately to the engineer before energizing equipment. Do not energize until authorized in writing by the engineer. Test results submitted under these circumstances are not required to be bound or complete.
- 14.8 Where connecting to or otherwise modifying existing wiring, test wiring as follows.
- A. Test existing wiring before performing work to confirm integrity (where testing is performed, the electrical contractor is not responsible for the prior existing condition of wiring).
 - B. Test new wiring before connecting to existing wiring.
 - C. Test connections of new to existing wiring (test new wiring and existing wiring together) and modified existing wiring after performing work.

Where this testing is not performed, the condition of existing wiring will be assumed to be a direct and sole result of work performed and the electrical contractor will be held fully responsible for the condition of existing wiring. Where this testing is not performed and where existing wiring is not in acceptable condition for maintained use or service, the electrical contractor shall repair or replace wiring to the satisfaction of the owner at no cost to the owner.

- 14.9 Provide oscilloscope testing of all variable frequency drives (VFD's) installed as part of this project (with power wiring installed by the electrical contractor), including VFD's furnished by the mechanical contractor, other contractors, or the owner and including VFD's in motor control centers (where applicable). Perform oscilloscope testing to determine the presence/magnitude of voltage surges (at the VFD carrier frequency level, approximately 15 kHz to 25 kHz) associated with reflected wave phenomenon. Perform testing by making oscilloscope measurements at the VFD load terminals and at the motor line terminals (or at the disconnecting means local to the motor where motor terminals are not practical).

SECTION 16100 - GENERAL ELECTRICAL

Record oscilloscope readings with a suitable oscilloscope type "Polaroid" camera (or other recording means which accurately displays equivalent graphic information) and compare readings at the VFD with readings at the motor. Submit photographs with test results. Oscilloscope testing is not required for a VFD located directly adjacent to the motor served, provided the VFD and motor manufacturers submit written certification showing that the complete motor/VFD installation is fully coordinated (including considering reflected wave phenomenon); the electrical contractor is responsible for obtaining this written certification.

15. SUBSTITUTIONS

- 15.1 Materials and equipment manufacturers and catalog numbers specified constitute the type and quality of design, material, workmanship, ruggedness of construction, resistance to vandalism, exact operating and performance characteristics, features, configuration, dimensions, etc.. The engineer will consider substitutions of similar equipment superior to specified equipment (meeting or exceeding all characteristics of the specified equipment).
- 15.2 Submit shop drawings associated with substitutions complete with documentation necessary to establish compliance with the specifications (see the sections of these specifications "Shop Drawings" and "Summary of Submissions"). Submit samples of substitutions where requested (see the sections of these specifications "Samples" and "Summary of Submissions"). If documentation and/or samples are not submitted when required, the request for substitution will be denied.
- 15.3 Determination of compliance with specifications rests with the engineer. When a request for substitution is denied, furnish the equipment specified. The engineer's decisions in cases of substitutions are final and binding upon the contractor, provide equipment accordingly.
- 15.4 Pay all costs associated with a substitution where granted. For the provisions of this section, "substitutions" includes equipment where characteristics or operation vary significantly from equipment specified (including equipment of the specified manufacturer). This includes costs incurred by any party (electrical contractor, other contractors, sub-contractors, owner, architect, engineers, etc.), costs resulting from differences of details, configuration, ratings, operation, characteristics, and dimensions between the specified and substituted equipment, costs to provide features of the specified equipment which may be manufacturer's options of the substituted equipment, and costs to remove and replace work already installed and any other remedial work as a result of substitutions. Approval of substitutions is conditional upon there being no cost change to the contract, unless specifically indicated on the shop drawings submittal and corresponding approval. The electrical contractor is fully responsible for coordinating with the owner, architect, and other trades to identify all possible cost impacts associated with any substitution before releasing equipment and before any party proceeds with work effected by the substitution.
- 15.5 Submit bid based on the items as specified. Substitutions will be considered only after a contract has been awarded.

16. SHOP DRAWINGS

SECTION 16100 - GENERAL ELECTRICAL

- 16.1 Submit a product list indicating all proposed items of products, materials, and equipment as directed in the general construction specifications.
- 16.2 Submit (see the section of these specifications "Summary of Submissions") shop drawings of all equipment and materials proposed to be furnished for review and approval by the engineer. Submit quantity of sets as directed in the general construction specifications, but in no case less than ten (10) sets.
- 16.3 Submit shop drawings for all equipment and materials including, but not limited to luminaires, solid state energy saving ballasts, raceways, conductors, cable, termination methods, grounding, wiring devices, safety switches, enclosed circuit breakers, branch and distribution panels, transformers, contactors, time clocks, photocells, fire alarm system, emergency power and lighting system equipment, engraved plastic nameplates, and any other items requested by the owner, architect, any code official, or engineer.
- 16.4 Stamp or mark shop drawings with the contractor's approval, as evidence that they were checked for accuracy and that all dimensions, characteristics, ratings, operation, features, data, relation to existing conditions, and coordination with work and shop drawings of other trades were completely verified before submission. Approval of shop drawings by the engineer does not relieve the contractor of responsibilities to review shop drawings in detail, to comply with drawings and specifications, for errors contained in shop drawings, for coordination, and to provide equipment as listed.
- 16.5 Where any characteristics, ratings, operations, or features differ from the specified equipment (where not equivalent or superior to the characteristics, ratings, operations, and features of the specifications and specified equipment), circle, highlight, or otherwise clearly designate and identify the specific differences.
- 16.6 In the event that shop drawings are not acceptable to the engineer (including as provided below for conditional approval), submit acceptable shop drawings within seven (7) days of notification.
- 16.7 Approval of shop drawings, including approval of substitutions, is conditional that there is no cost change to the contract, unless specifically indicated on the shop drawings submittal and corresponding approval.
- 16.8 Approval of shop drawings is conditional upon the contractor fully and completely complying with all review comments by the owner, architect, and engineer. Where the contractor fails to or is unable to fully and completely comply with every review comment, then the shop drawings are *disapproved* (whether or not they are stamped or noted as "approved" in any manner in any review comment) and must be resubmitted as within seven (7) days (as indicated above). Immediately upon receipt of shop drawing review comments, the contractor is responsible for carefully reviewing all comments in detail and for complying with comments. Where unable to fully satisfy any comment or where the contractor takes exception to any comment, revise and resubmit acceptable shop drawings (or, where taking exception, notify the engineer in writing) within seven (7) days. Where the contractor fails to comply with these requirements (including resubmitting/notifying within the seven (7) day period specified), the contractor shall provide acceptable equipment meeting all specified requirements and all review comments (including removing unacceptable equipment [if installed] and replacing with acceptable equipment) at no cost to the owner.

SECTION 16100 - GENERAL ELECTRICAL

- 16.9 Do not release equipment until shop drawings are approved. The electrical contractor is responsible for all changes where equipment is released before approval and/or where equipment does not comply with all approval conditions.
- 16.10 In addition to the quantity of shop drawings submitted for approval (see above), submit one (1) copy of *approved* shop drawings to the general contractor, the mechanical contractor, and each other contractor and trade for review and coordination. The electrical contractor is not required to submit copies direct to subcontractors or vendors to other contractors (this is the other contractors' responsibility). The electrical contractor is responsible for all changes and other costs where the electrical contractor fails to submit shop drawings to other parties for coordination.
- 16.11 Obtain copies of all shop drawings relating in any way to electrical work from all other contractors, subcontractors, and trades. Review shop drawings and coordinate with electrical work. Notify the architect and engineer immediately where discrepancies are found. The electrical contractor is responsible for all changes and other costs where the electrical contractor fails to obtain shop drawings or fails to coordinate shop drawing information. Approval of other trades submittals by the architect or engineers (or lack of review by the architect or engineers) does not relieve the electrical contractor of the responsibility to review other trades shop drawings in detail and for coordination.
- 16.12 No extra consideration, claims, charges, or compensation will be granted under any circumstance associated with any party's failure or delay in properly submitting, transmitting, obtaining, reviewing, and/or coordinating shop drawings.

17. SAMPLES

- 17.1 Submit (see the section of these specifications "Summary of Submissions") samples of materials and equipment for approval only where specifically requested by the owner, architect, or engineer. Submit samples along with complete catalog data, installation instructions, operating and maintenance (O&M) information, etc. specifically applying to the samples submitted, to facilitate proper evaluate the quality of the sample. Specifically designate and identify each sample as to the service and location where each sample is to be used on the project.
- 17.2 Submit samples within 30 days of the engineer's request, except where the sample is ancillary to a substitution. Where samples are ancillary to a substitution, submit samples within seven (7) days of the engineer's request.

18. AS-BUILT DRAWINGS, MANUALS, AND DEMONSTRATION

- 18.1 Prepare and submit (see the section of these specifications "Summary of Submissions") as-built record drawings showing conditions exactly as installed.
- A. Indicate the exact locations and elevations of all equipment and devices and underground, concealed, and hidden work (including raceways, junction and pull boxes, etc.).

SECTION 16100 - GENERAL ELECTRICAL

- B. Indicate exact layout, connections, and conductor routing for all grounding.
 - C. Indicate all substitutions and changes, including updated lighting fixture/luminaire schedule, symbol list, list of alternates, etc.
 - D. For underground work, specifically indicate exact conditions accurately. Where underground wiring does not run straight and direct between visible and obvious equipment, objects, or markers (i.e. markers specifically placed to identify underground work [specifically note the presence and approximate location of all markers on as-built drawings]), clearly, accurately, and exactly *mark* and *dimension* exact underground work (including all bends) from visible permanent landmarks. Acceptable visible permanent landmarks include building walls, retaining walls, curbs, foundations, pole bases, etc. Lines, joints, and markings on pavements are not considered permanent (since they would be covered by re-paving). Acceptable markers for placement to identify underground work include a 0.9 m (3'0") long piece of 102 mm (4") conduit installed vertically in the ground (top flush with grade) completely filled with concrete (or other similar means providing equivalent or superior visibility, durability, and permanence approved by the engineer). Where the contractor does not include this exact marking/ dimensions on as-built drawings or where marking/dimensions are inaccurate (allowing for a tolerance of not greater than 0.6 m (2'0") away from actual locations), the electrical contractor will be held responsible if underground facilities are damaged in the future (where due to lack of or inaccurate marking/ dimensioning).
- 18.2 During the progress of work, maintain accurate records of all deviations, variations, changes, and corrections from layouts shown on the drawings/specifications on a "record working" set of drawings and specifications kept at the job site for this purpose.
- 18.3 Upon completion of work, incorporate all information from the "record working" drawings/specifications onto a "marked-up as-built" set of drawings/specifications. Submit the "marked-up as-built" drawings/specifications to the engineer for review, comment, and approval.
- 18.4 Following approval of "marked-up as-built" drawings/specifications, prepare "final as-built" drawings (utilizing the latest version of Autocad (or compatible) software) and specifications (utilizing the latest version of Microsoft Word (or compatible) software). Submit one (1) set of "final as-built" drawing/specifications originals, sets of "final as-built" copies as directed in the general construction specifications (but in no case less than three (3) sets), and "final as-built" drawings/specifications in electronic Autocad (drawings), Word (specifications), and PDF (drawings and specifications) formats. Submit photocopies of all panel circuit directories with "final as-built" drawings.
- 18.5 Submit operating and maintenance (O&M) manuals for all new equipment furnished as part of this contract. Provide O&M manuals including installation, operating, and maintenance instructions for the equipment. Wherever "proof-of-purchase" is required as part of any manufacturer's warranty (whether manufacturer's warranty is specified or not), submit with O&M manuals. Where any proof-of-purchase is required but not submitted (or where insufficient information is submitted), the electrical contractor is fully responsible and liable for providing the warranty. Submit all O&M manuals bound together in a single three-ring binder (one binder per set of manuals) including a table of contents. Submit quantity of sets as directed in the general construction specifications, but in no case less than three (3) sets.

SECTION 16100 - GENERAL ELECTRICAL

18.6 Explain and demonstrate the complete electrical system and all work installed by the electrical contractor to the owner's operating and maintenance personnel. Demonstration is to instruct owner's personnel in the operation and maintenance of systems as well as to prove to the owner correct and adequate operation of all parts of the electrical system. Provide a demonstration period of one (1) full working day for the general electrical installation (including, but not limited to, contactors, time clocks, customer metering equipment, lighting controllers, dimming cabinets, motor controls [where furnished by the electrical contractor], transformer fan controls, generators, transfer switches, key interlocking schemes, and similar equipment, where applicable). Wherever demonstrations are indicated elsewhere in the specifications for equipment furnished by the electrical contractor (i.e. for fire alarm, dimming, sports lighting, stage lighting, UPS units, MCC's, VFD's, metal clad switchgear, power management, sound/paging, security, CCTV, and similar systems, where applicable), provide the specified additional demonstrations during additional periods of time (above and beyond the period above for the general electrical demonstration). Conduct all demonstrations at the project site and after all systems are fully operational.

19. SUMMARY OF SUBMISSIONS

19.1 Submit items as indicated elsewhere in the specifications (applicable sections are shown for convenience) and as summarized as follows. Information below indicates relative schedule of submission.

19.2 Submit upon commencement of construction (as per general construction specifications); resubmit within seven (7) days of notification:

- A. Permits, licenses, certificates (see 16100-9)
- B. Schedule of work (see 16100-10)
- C. Product list (see 16100-17)
- D. Shop drawings (see 16100-17)

19.3 Submit within 30 days of request (within seven (7) days for substitutions):

- A. Samples (see 16100-18)

19.4 Submit during the project as applicable (refer to respective specifications sections for conditions and schedule of submission):

- A. Utility service charge estimates (see 16100-9)
- B. Scope of work changes, w/ breakdowns (see 16100-11)
- C. Test results, abnormal/failing only (16100-15)
- D. Short circuit, coordination, and arc flash report (where specified for adjustable circuit breakers)

19.5 Submit upon substantial completion of the project:

- A. Approved inspection certificate(s) (see 16100-9)

SECTION 16100 - GENERAL ELECTRICAL

- B. Written manufacturers' warranties (see 16100-14)
- C. Test results (see 16100-15)
- D. As-built drawings (see 16100-19)
- E. O&M manuals (see 16100-19)
- F. Spare parts (where specified elsewhere)

20. SAFETY

- 20.1 Perform all work and work practices in strict accordance with all applicable local, state, and federal codes, standards, regulations, and requirements including OSHA (including the proper use and maintenance of personal protective equipment (PPE) and clothing), state labor and industry, the NEC, ASTM, the National Electrical Safety Code, NFPA, etc..
- 20.2 The term "live" means "energized or capable of being energized at any time for any reason, either intentionally or accidentally".
- 20.3 Suitably protect all live equipment against accidental contact at all times. Install and maintain covers on all live equipment. Where covers are not installed, provide suitable insulating barriers at all live parts. Suitable barriers include arc-resistant NEMA GPO-2 or GPO-3 and UL 94 V-0 electrical grade fiberglass reinforced epoxy compound sheets, rubber insulating blankets, suitable thermoplastic insulating materials, etc. as per OSHA, ASTM, and the NEC. Cardboard and similar materials are not acceptable. Provide listed OSHA approved signs reading "Danger: High Voltage" at locations of live parts and on doors/gates leading to rooms/fences/areas containing the equipment and keep doors/gates locked at all times.
- 20.4 Protect and enclose equipment operating at over 600 V at all times. Equipment is considered adequately protected where all requirements of NEC Articles 110.26 through 110.34 (including all other articles and codes referenced therein) are satisfied at all times. Where equipment must be exposed for work, or where work is to be performed around normally exposed live parts, provide suitable insulating barriers (suitable for the voltage involved), listed warning signs, and door/gate locking, etc. as shown above. Provide listed OSHA approved warning tape (reading "Danger: High Voltage") around the equipment and all code required working spaces at equipment.
- 20.5 When working on equipment or wiring, properly identify and use lockout devices and tags (in accordance with OSHA requirements) to prevent unauthorized or accidental energizing of equipment and wiring.
- 20.6 Perform all work in or associated with confined spaces (including manholes, hand holes, vaults, crawl spaces, etc.) in accordance with all safety codes referenced above. Obtain appropriate permits where required by the above codes and/or the owner.
- 20.7 Perform all excavation and work in and associated with excavation in accordance with all safety codes referenced above (include all required sloping, benching, shoring, bracing, supporting, shields, protective systems [fall protection, protection of personnel in excavation, protection of structures, etc.], ramps, access/egress, warning systems, rescue equipment, etc.). Provide suitable barricades and safety procedures to restrict pedestrian and vehicular access to areas where work is being performed (including open excavations, lay-down areas, clearance space around operating excavation equipment, etc.). Do not

SECTION 16100 - GENERAL ELECTRICAL

leave excavations open when not actually performing associated work (including at night, during weekends, or when working away from excavations). Leaving excavations open for short periods of time will be considered only when approved in writing by the owner and only where suitably protected. Any request for owner's approval must include a written plan on proposed protection and safety procedures. No extra consideration, claims, charges, or compensation will be granted under any circumstance for any multiple excavations and backfilling needed to satisfy safety requirements.

- 20.8 When working in, on, or near areas subject to vehicular traffic (including public and private roadways, driveways, parking lots, etc. and including loading and unloading equipment/materials in the vicinity of traffic), perform all work and provide appropriate work zone traffic control in accordance with all safety codes referenced above as well as state department of transportation regulations, requirements, and recommendations. Where requested by the owner, architect, or engineer, submit a traffic control plan detailing proposed work zone traffic control and associated safety procedures.

21. HAZARDOUS MATERIALS

- 21.1 The electrical contractor is not responsible for and is not required to remove equipment contaminated by hazardous materials, except as indicated below. For this specification section, the term "hazardous material(s)" applies to any materials classified by federal, state, or local authorities having jurisdiction as environmental or health hazards (including, but not limited to, polychlorinated biphenyls (PCB's), asbestos, mercury, radioactive materials, etc.). For this specification section, the term "contaminated" (in any form) means "contains or is contaminated by hazardous material(s)".
- 21.2 The electrical contractor (and all applicable subcontractors) shall be fully insured for performing all work related to, on, and around contaminated equipment and for all work specifically shown in this specifications section as by the electrical contractor. Submit proof of insurance to the owner as part of or along with other applicable insurance submittals (as per Division 1 General Conditions, Supplemental Conditions, and Special Contract Requirements).
- 21.3 Immediately notify the owner if any electrical equipment or wiring to be removed or modified as part of this project is contaminated or suspected as contaminated. Identify all areas where disruptive work is proposed (including, but not limited to, excavation, cutting, penetration, drilling, etc.) in advance of performing work so the owner can arrange to have any necessary abatement completed, include all costs and schedule time accordingly. No extra consideration, claims, charges, or compensation will be granted under any circumstance for any delays resulting from abatement of hazardous materials.
- 21.4 When performing work with, on, and around equipment contaminated or suspected as contaminated, assume that the equipment is contaminated until/unless proven otherwise by testing. Exercise care and suitably guard and protect equipment at all times from the start of work until the equipment is either proven by testing as not contaminated or is removed from the project site.

SECTION 16100 - GENERAL ELECTRICAL

- 21.5 Where existing equipment is specifically shown on the drawings as containing or filled with electrical insulating fluid ("oil", including transformers marked "OA") and where the equipment is specifically indicated on the drawings as being removed, utilize the services of a qualified testing agency (see the section of these specifications "Testing") to sample and test the oil. Test only for content of PCB's in the oil, unless indicated otherwise. Test a sample from each separate tank/compartment containing oil. Verify exact conditions (including the quantity and arrangement of tanks, compartments, and enclosures, the presence of sampling, drain, or fill valves or plugs, removable covers or access panels, etc.) in field prior to submitting bid. Submit written certified test results to the owner.
- 21.6 Where equipment is proven by testing as contaminated or is indicated on the drawings as contaminated, perform work as follows:
- A. Completely de-energize, disconnect, and make the equipment electrically safe.
 - B. The owner, at the owner's discretion, shall perform one (1) of the following two (2) options:
 - 1) Completely remove and dispose of the contaminated equipment.
 - 2) Completely "abate" the contaminated equipment by removing hazardous materials from the equipment in complete accordance with all applicable federal, state, and local laws, ordinances, and regulations.
 - C. Once equipment is abated of hazardous materials by the owner and certified by the abating vendor as no longer contaminated, the electrical contractor shall then remove the equipment as if the equipment was never contaminated.
- 21.7 When removing existing luminaires containing ballasts (fluorescent, H.I.D., etc.), consider all ballasts as being contaminated by PCB's, unless ballast factory nameplate specifically indicates that the ballast does not contain PCB's. The electrical contractor shall completely disconnect, remove, and dispose of all ballasts not contaminated by PCB's. For ballasts considered as contaminated by PCB's, remove ballasts from luminaires, cut all ballast wiring leads within 51 mm (2") of the ballasts, and neatly place ballasts in owner furnished drum containers (i.e. 55-gallon). The owner shall dispose of PCB contaminated ballasts in drum containers. For luminaires (with ballasts considered as contaminated by PCB's) where there are signs of ballast rupture or leakage, carefully remove the entire luminaire and turn over to the owner (owner shall dispose of luminaires where PCB leakage is suspected).

END OF SECTION

SECTION 16200 - ELECTRICAL WORK PRACTICES

1. GENERAL PROVISIONS

- 1.1 The applicable requirements and conditions of specifications section "General Provisions" of specifications division 16100, General Electrical, are hereby made an integral part of this section.
- 1.2 The work governed by these specifications includes but is not limited to that as defined in specifications section "Scope of Work" of specifications division 16100, General Electrical.

2. INSTALLATION

- 2.1 Provide all equipment and materials in accordance with the recommendations and instructions of the respective manufacturers. This includes recommendations and instructions for equipment furnished by other trades or the owner and installed or connected by the electrical contractor.
- 2.2 Perform all work in an approved first class and workmanlike manner and conform to the best practices of the trade and to all requirements of the NEC.
- 2.3 Protect and preserve all existing, new and proposed raceways, wiring, materials, devices, luminaires, and equipment from corrosion, dirt, paint, building materials, acid, solvents, chemicals, water, ice, tools, overload, freezing, heat, combustion, theft, damage, abrasion, inadvertent removal, improper installation (including where installation has not been completely or properly coordinated), conflicts, interference, vandalism, etc. at all times. Repair or replace all equipment and materials lost or damaged as the result of inadequate protection. Cap and plug open ends of raceways and equipment during construction until wiring is ready to be installed.
- 2.4 Coordinate with and obtain approval of the owner and architect for all exact locations of all outlets, raceways, materials, and equipment. Fully determine and coordinate all exact routing of raceways. Determine routing before submitting bid and bid accordingly, including allowance to avoid any obstructions which may be encountered. The contractor is solely responsible for routing (any routing of raceways which may be shown on any electrical drawing is for reference only to show the recommended basis of design and does not relieve the contractor of the responsibility for fully determining/coordinating all exact routing, nor does it preclude the use of alternative routing). Prior to purchasing conduit or prior to any installation, submit detailed sketches/drawings of proposed raceway routing, equipment locations, and all other details of installation (submit in Autocad format as part of the shop drawings process at the same time switchgear submittal is submitted). Fully coordinate layouts with all contractors and trades before submitting and identify any areas of potential conflict. Any raceways routed in a location not previously approved shall be removed and reinstalled by the Contractor at the Contractor's own expense (no extra consideration, claims, charges, or compensation will be granted under any circumstance associated with routing of raceways).

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 2.5 Completely coordinate installation and routing of all wiring, materials, and equipment in the field and with shop drawing information of all trades prior to rough in of wiring or releasing equipment. Completely inspect equipment and materials upon receiving in the field (including equipment received by other trades where installed or connected to by the electrical contractor) and verify exact installation requirements and details (compare to installation and routing as coordinated above) prior to installing, preparing installation, modifying, or handling in any manner which would restrict the ability to return material or equipment in the event of potential installation complications.
- 2.6 Cooperate and fully coordinate all work with the work of all other trades, contractors, subcontractors, and the owner, including work as part of other contracts and projects related to and/or in the vicinity of the specified work. Coordinate the locations of pipes, ducts, structure, reinforcement, foundation components, floor/wall/ceiling construction, raceways, branch and distribution panels, luminaires, devices, electrical outlets, air outlets, motor controls, and all other equipment in order to avoid conflicts, interference, or placing services at the wrong locations. Coordinate all demolition, disconnection, removals, relocations, extension, and re-feeding associated with existing equipment and wiring. Coordinate with shop drawings of all trades. Install all wiring and equipment in such a way to maintain clearance and clear access to all equipment requiring access by code or for operating, servicing, maintaining, replacing, examining, etc. This includes access to electrical equipment and devices as well as mechanical, architectural, and other equipment including, but not limited to, valves, dampers, sensors, meters, gauges, clean-outs, access doors and panels, operating mechanisms, motors, pumps, fans, air handling and other mechanical equipment, etc. This specifically includes coordinating wall mounted electrical devices and outlets with wall mounted HVAC equipment (including baseboard, radiation, cabinets, etc.).
- 2.7 Provide all work indicated on the electrical drawings and electrical specifications but involving disciplines of other trades performed by the electrical contractor (or applicable sub-contractors to the electrical contractor), unless specifically indicated otherwise. Perform work in complete accordance with all general construction specifications applicable to the work. This applies to all work including, but not limited to, cutting and patching, excavation, backfill, surface restoration (including paving), concrete, metal fabrication, fire stopping and sealing, painting, etc..
- 2.8 Properly isolate all materials and equipment against the transmission of vibration or noise to, from, or between any parts of the building.
- 2.9 The electrical contractor is fully responsible for determining and verifying all exact details of installation. Where installation details or similar information is shown on the drawings or is otherwise forwarded to the contractor (including during construction), the information represents the minimum criteria required and serves as a guide to the contractor but does not relieve the contractor of the responsibility for determining and verifying installation details.
3. GROUNDING
- 3.1 Completely ground and bond all equipment (specifically including all metallic raceways, cable armor, cladding, and shielding, supports, transformers, cabinets, cable trays, service equipment, and the neutral conductor) in strict and complete accordance with all applicable requirements of the NEC.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 3.2 Provide insulated grounding conductors run with all wiring (not applicable to "BX" armored cable [type "AC"] where permitted elsewhere in this specification).
- 3.3 Install all metallic raceways in such a way to provide a continuous grounding path without the use of the insulated grounding conductor required above. Include all bonding jumpers and conductors (in addition to the insulated conductor required above) for flexible conduit, loosely jointed raceways, etc. Provide suitable raceway/conduit fittings for a completely grounded raceway system, including the use of fittings approved and/or listed for grounding, grounding bushings, grounding lock nuts, etc.
- 3.4 Provide all grounding and bonding materials and connections as per specifications section "Grounding Materials" of specifications division 16300, Electrical Materials.
- 3.5 Wherever connections to grounding electrodes or electrode systems are required by code, connect and bond to and interconnect the following.
 - A. Provide new driven (made) grounding rod electrodes, for all services and where equipment is located on or below the second floor of a building.
 - B. Connect to the domestic cold water piping system and any other metal piping system where required by the NEC (excluding piping prohibited from bonding/grounding by the NEC).
 - C. Connect to the structural steel and/or metal building frame, where applicable.
 - D. Connect to all existing grounding electrode systems, where applicable.
- 3.6 Wherever the following is installed as part of this project (including where installed by other contractors), connect and bond to the grounding electrode system.
 - A. Ground new metal piping systems where required by the NEC.
 - B. Ground new structural steel and/or metal building framing.
 - C. Wherever any new foundation and/or footing is installed with continuous length of 3.0 m (10'0") or more or covering area of 3.3 m² (36 sq. ft.) or more, provide concrete-encased electrode(s) as per NEC Article 250.52(A)(3). Provide consisting of not less than 6.0 m (20'0") of #4 AWG bare copper conductor encased in not less than 50 mm (2") of the foundation/footing concrete, except that concrete reinforcement may be substituted for the copper conductor where the size, length, type, and installation of reinforcement complies with NEC Article 250.52(A)(3) for use as a grounding electrode.
 - D. Ground existing or new computer room style raised floors where within the project scope. In addition, connect to grounding for all panels and electrical equipment serving the raised floor area.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 3.7 Where driven (made) grounding rod electrodes are installed, provide grounding resistance not exceeding 1.0 ohm (maximum). Verify proper ground resistance by testing as per the section "Testing" of this specifications division 16100. Where the measured resistance exceeds the maximum value, install additional ground rod(s) at the location and/or set ground rods in suitable listed and NEC approved chemical ground enhancement material in order to obtain proper values, include all costs in bid.
 - 3.8 Detail all grounding on as-built record documents.
 - 3.9 Wherever new wiring or equipment is installed at or near roofs of buildings with lightning protection system(s), bond wiring/equipment to the lightning protection system(s) as per lightning protection codes and standards.
4. WIRING METHODS
- 4.1 The wiring methods in this section apply to all systems (including power, lighting, emergency, over 600 V, control, telecommunications, data, fire alarm, sound, security, CCTV, and any other system), unless specifically indicated otherwise.
 - 4.2 In finished areas, run all wiring hidden or concealed in/behind ceilings, walls, and floors, include all required cutting and patching. In unfinished areas, wiring may run exposed. Run exposed wiring following building lines.
 - 4.3 Utilize steel rigid metal conduit (RMC) for all wiring unless indicated otherwise. Utilize only steel RMC for all exposed visible exterior raceways, for raceways in wet locations above ground, for exposed visible raceways in damp locations, and for all raceways in NEC hazardous (classified) locations (NEC Chapter 5). Utilize only steel RMC (encase in a 76 mm (3") 20 MPa (3,000 p.s.i.) concrete envelope) for raceways in or below grade that are subject to vehicular traffic (except that reinforced concrete encased PVC RNC or concrete encased steel IMC may be utilized as indicated below). Utilize only steel RMC for all wiring over 600 V (except that PVC RNC may be utilized for underground wiring over 600 V as indicated below). Utilize only steel RMC (with concrete encasement where required by code) where field conditions do not facilitate maintaining NEC required minimum cover for underground PVC RNC. For conduits 53 mm (2") and larger, where concrete encasement is not required above, embed all underground 45 degree or greater conduit bends (field fabricated or factory elbows) in a 155 mm (6") 20 MPa (3,000 p.s.i.) concrete envelope.
 - 4.4 Steel intermediate metal conduit (IMC) may be utilized for all wiring except conditions indicated above as requiring only steel RMC. Steel IMC may be utilized in any condition where PVC RNC is permitted by these specifications. As an alternate to steel RMC, steel IMC (encase in a 76 mm (3") 20 MPa (3,000 p.s.i.) concrete envelope) is permitted under roadways, parking lots, and other areas subject to vehicular traffic. For conduits 53 mm (2") and larger, where concrete encasement is not required above, embed all underground 45 degree or greater conduit bends (field fabricated or factory elbows) in a 155 mm (6") 20 MPa (3,000 p.s.i.) concrete envelope.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 4.5 Where permitted by code, schedule 40 or schedule 80 polyvinyl chloride rigid nonmetallic conduit (PVC RNC) may be used underground. Changing PVC RNC thickness (i.e. from schedule 40 to schedule 80 or vice versa) in the middle of any run of PVC RNC is not permitted. Encase all PVC RNC in a 76 mm (3") 20 MPa (3,000 p.s.i.) concrete envelope, unless indicated otherwise. As an alternate to steel RMC, PVC RNC encased in steel reinforced 76 mm (3") 20 MPa (3,000 p.s.i.) concrete envelope is permitted under roadways, parking lots, and other areas subject to vehicular traffic. Provide steel reinforcement consisting of a 12.7 mm (#4) reinforcing rod at each of four (4) "corners" around each conduit in cross section (where encasement includes more than one (1) conduit, rods located between conduits may be "shared"). Provide reinforcing rods continuous for the entire length of the reinforced encasement, join rods where required by overlapping not less than 155 mm (6") and wrapping with suitable reinforcing tie wire. In unpaved areas not subject to vehicular traffic, schedule 80 PVC RNC may be installed without concrete encasement. In unpaved areas not subject to vehicular traffic, schedule 40 PVC RNC 27 mm (1") and smaller may be installed without concrete encasement. For conduits 41 mm (1.5") and larger, where concrete encasement is not required by these specifications, embed all underground 45 degree or greater conduit bends (field fabricated or factory elbows) in a 155 mm (6") 20 MPa (3,000 p.s.i.) concrete envelope.
- 4.6 Where runs of PVC RNC protrude exposed and visible above grade or floors, in indoor or outdoor locations, utilize steel RMC for the portions above grade/floor to a minimum depth of 155 mm (6") below finished grade/floor. This requirement does not apply where protruding PVC RNC is completely concealed/hidden within equipment enclosures, walls, or ceilings. Where exposed visible runs of PVC RNC are installed by the contractor (without prior written approval) the contractor shall remove the PVC RNC and install new steel RMC (including cutting and patching to a minimum 155 mm (6") depth and including replacing or reinstalling conductors) at no cost to the owner.
- 4.7 Where permitted by code, electrical metallic tubing (EMT) may be used for interior feeder and branch wiring in locations not subject to abuse or injury. Utilize steel RMC for conditions indicated above as requiring only steel RMC.
- 4.8 Utilize flexible conduit for flexible connections to motors, equipment requiring flexibility, equipment subject to vibration (including transformers), and where required for adjustment, in lengths not to exceed 1.8 m (6'0"). Flexible conduit may be utilized for flexible connections to luminaires only where wiring is concealed or located above accessible ceilings (in lengths not to exceed 1.8 m (6'0")). Exposed visible flexible conduit is not permitted for luminaires, except adjustable luminaires. Flexible conduit may be used where existing walls are fished in lengths not to exceed the portion in the wall plus 0.9 m (3'0"). Utilize liquidtight flexible metal conduit (LFMC, "sealtite"), unless indicated otherwise. Utilize only LFMC in damp, wet, and outdoor locations, mechanical rooms, and for NEC hazardous (classified) locations (except as indicated below). Utilize flexible metal conduit (FMC, "greenfield") in dry locations only (except conditions indicated above as requiring only LFMC). Where flexible connections are required in NEC Class I, Division 1 hazardous (classified) locations, utilize only flexible unions listed as suitable for the application. Flexible conduit/fittings of any type are not permitted as a substitute for conduit bends or offsets under any circumstance.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 4.9 Where permitted by Code and approved by local authorities having jurisdiction and the owner, armored cable (type "AC", i.e. "BX") and metal clad cable (type "MC") may be used for interior branch wiring concealed in walls/ceilings and hidden above accessible ceilings in dry locations only. Where applicable, comply with NEC Article 518 "Assembly Occupancies". Utilize raceway for all feeder wiring (#4 AWG and larger). Types "AC" and "MC" cables are not permitted in wet, damp, or exterior locations. Types "AC" and "MC" cables are not permitted in exposed visible locations. Type "AC" cable is not permitted for use on circuits exceeding 250 V or for use on DC circuits. Hide cables at panels in electrical rooms and electrical closets as per the section "Branch Panels" of specifications division 16300, Electrical Material. Contact local authorities for approval before submitting bid and include all costs in bid (no extra consideration, claims, charges, or compensation will be granted under any circumstance associated with wiring methods not approved by local authorities).
- 4.10 Provide surface raceway with integral wiring devices (including receptacles, power outlets, telephone/data outlets, switches, etc.) and/or surface raceway plug-in strips where specifically indicated on the drawings.
- 4.11 Surface raceway without integral wiring devices is permitted only where all of the following conditions are met or where specifically indicated on the drawings. Surface raceway without integral wiring devices is permitted where physically impossible to run wiring hidden or concealed, where impossible to hide or conceal wiring by cutting, patching, and painting, where approved by code, in dry locations only, and where specifically approved by the owner and architect in writing. Permission to use surface raceway without integral wiring devices is conditional upon there being no cost change to the contract, unless specifically indicated on the written approval.
- 4.12 Nonmetallic-sheathed cable (types "NM", "NMC", and "NMS", i.e. "romex") is not permitted under any circumstance. Electrical nonmetallic tubing (ENT), liquidtight flexible nonmetallic conduit (types LFNC-A and LFNC-B), high-density polyethylene (HDPE) conduit, type "A" nonmetallic conduit, and type "EB" nonmetallic conduit are not permitted under any circumstance.
- 4.13 Provide all wiring within air handling plenum spaces in complete accordance with the NEC. Provide wiring methods utilizing metal conduit raceways (as permitted by the specifications) only. Type "MC" cable, where otherwise permitted, may be utilized in plenum ceilings (but not other plenum spaces). Type "AC" cable is not acceptable in plenum ceilings or other plenum spaces.
- 4.14 Provide all wiring in hazardous (classified) locations or similar locations as defined by the NEC (where applicable) in strict accordance with all applicable requirements of NEC Chapter 5. Utilize wiring methods specified above, installed according to the NEC. Provide a complete installation including all required fittings, all required conduit and cable seals, etc. as indicated in the NEC. The applicable scope of hazardous (classified) locations shall be as indicated on the drawings.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 4.15 Provide conduit and cable seals (utilize a NEC hazardous (classified) locations type, even if location is not classified) for all wiring within or passing through walk-in refrigerators/freezers, cold rooms, other refrigerated spaces, and any other location where wiring is exposed to widely different temperatures, in accordance with NEC Article 300.7(A). Consider these areas as wet locations and utilize aluminum RMC or PVC coated steel RMC for all wiring within or passing through these areas.
- 4.16 Provide all systems wiring (including only fire alarm, telecommunications, data, sound, security, and CCTV, where applicable) in complete accordance with all requirements of other sections of the electrical specifications, except as modified below. Where permitted by Code and approved by local authorities having jurisdiction and the owner, suitable code approved systems type cables (without conduit) may be used for interior systems wiring concealed in walls/ceilings and hidden above accessible ceilings in dry locations only. Contact local authorities for approval before submitting bid and include all costs in bid (no extra consideration, claims, charges, or compensation will be granted under any circumstance associated with wiring methods not approved by local authorities). Systems type cables without conduit are not permitted in wet, damp, or exterior locations. Systems type cables without conduit are not permitted in exposed visible locations. Run wiring in pathways as indicated on the drawings and specifications.
- A. Provide wiring as directed, recommended, and approved by the respective system manufacturer/utility company and meeting all minimum requirements of the system manufacturer/utility (including where manufacturer/ utility requirements exceed the requirements of the specifications and the NEC).
 - B. Provide all cables as multi-conductor style having an overall jacket (of a color other than red; red is reserved for fire alarm) and utilize only cables approved by the NEC for use with the system.
 - C. Provide all wiring in plenum spaces in complete accordance with the NEC. In dry location plenum ceilings, utilize only plenum rated cables. For damp and wet location plenum ceilings and in all other duct and plenum spaces, run wiring (utilize a non-plenum type suitable for the damp/wet location) in metal conduit. Plenum rated cables may be utilized for other (i.e. non-plenum) applications, but only in dry locations. Plenum cables, even when installed in conduit, are prohibited in damp and wet locations.
 - D. In damp locations, utilize only cables specifically listed and identified for use in damp or wet locations. Provide all cables in wet locations (including underground and embedded in concrete slabs at or below grade, whether in conduit or direct buried) specifically designed for outdoor and submerged use and specifically listed and identified for use in wet locations.
- 4.17 Except as indicated otherwise on the drawings, 21 mm (3/4") raceways are the minimum permitted. No raceway smaller than 21 mm (3/4") is permitted under any circumstance (except where specifically approved in writing by the owner and engineer for the individual condition encountered). Where luminaires, devices, or equipment have factory knockouts or hubs smaller than 21 mm (3/4") size (or smaller than conduit sizes specified on the drawings), provide suitable reducing conduit fittings or provide field knockouts at equipment to match conduit size.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 4.18 Except as indicated otherwise on the drawings, #12 AWG conductors are the minimum permitted for power and lighting and #14 AWG conductors are the minimum permitted for control and signal systems. #10 AWG conductors are the minimum permitted for outdoor wiring, night lighting circuit wiring, and emergency power and lighting wiring. #10 AWG conductors are the minimum permitted where circuits exceed 23 m (75'0") for 120/208/240 V circuits or exceed 46 m (150'0") for 277/480 V circuits, measured to the center of the load.
- 4.19 Provide a separate neutral conductor with each branch circuit where a neutral is required or indicated on the drawings. Multi-wire branch circuits with a shared common neutral are not permitted, unless specifically indicated otherwise on the drawings. Utilize multi-wire branch circuits with a shared common neutral conductor for lighting controlled by "dual switching" where the lighting is connected to two (2) circuits.
- 4.20 Multiple branch circuits may be installed in the same raceway (including surface raceways) where permitted by code and provided all of the following conditions (A through D below) are met.
- A. Apply appropriate NEC de-rating factors and adjust conductor sizes accordingly. Wiring sizes indicated on the drawings are based on each circuit run in an individual raceway (and are not adjusted for de-rating factors), except where multiple branch circuits in a common raceway are specifically indicated on the drawings (wiring is adjusted for applicable de-rating factors in this case, but only for the specific wiring combination shown on the drawings).
 - B. Provide no conductor (after de-rating adjustment) exceeding #10 AWG, except grounding conductors as provided below (or as otherwise specifically approved in writing by the engineer).
 - C. Common equipment grounding conductors are permitted in lieu of individual equipment grounding conductors for each individual circuit. Provide minimum single equipment grounding conductor size two (2) standard wire sizes larger than the size as determined in accordance with the NEC. Provide isolated grounding conductors (where required) individually for each circuit and in addition to common equipment grounding conductors.
 - D. Provide raceway fill (after de-rating adjustment) not exceeding 30% (provide maximum number of conductors permitted not exceeding 75% of the maximum number permitted by Code [i.e. refer to NEC Chapter 9 and Annex C] to allow for future wiring). Adjust minimum conduit size to maintain 30% maximum fill.
- 4.21 Minimum raceway sizes indicated in the specifications and on the drawings are applicable to all conduit types specified, except schedule 80 PVC RNC (unless the drawings specifically indicate schedule 80 PVC RNC). Where schedule 80 PVC RNC is utilized and the specified conduit size is 63 mm (2.5") and smaller, increase conduit to the next higher trade size. Where schedule 80 PVC RNC is proposed and the specified conduit size is 78 mm (3") and larger, submit raceway fill calculations; where raceway fill with the specified conduit size exceeds 40%, increase conduit to the next higher trade size.

SECTION 16200 - ELECTRICAL WORK PRACTICES

5. WIRING INSTALLATION

- 5.1 Securely support and fasten all raceways, cables, outlets, boxes, equipment, etc. in place as per the NEC. Support at intervals as per the NEC, but in no case exceeding 3.0 m (10'0"). Refer to the section of this specification "Fastenings, Supports, and Hangers" for information.
- 5.2 Where any run of wiring passes vertically through more than one (1) floor level (including where installed in open vertical chases), support at every floor level. For conduits 63 mm (2.5") and larger, utilize only suitable pipe riser clamps (B-Line #B3373 series or approved equal), suitable wall bracket offset pipe clamps (NPHC-National Pipe Hanger Corp. figure #430 series or approved equal), or engineer approved heavy duty steel brackets (fabricated of not less than 6.5 mm (1/4") thick steel and of type, design, and arrangement suitable for the specific application and weights involved) for these floor level supports. Conduit clamps and strut type supports are not acceptable for this application. Equipment as manufactured by B-Line, Erico, and NPHC (or approved equal) shall be considered.
- 5.3 Make all changes in direction of 27 mm (1") and larger conduits with standard elbows or case metal fittings. Fabricate field-made bends and offsets in conduit with suitable hickey/conduit-bending machine. Make conduit bends of the long radius type without kinks, flattening or crushing. Do not install crushed or deformed raceways. Avoid trapped raceways in damp and wet locations. Exercise care to prevent the accumulation of plaster, dirt, or trash in raceways, boxes, fittings and equipment during the course of construction. Entirely free clogged or obstructed raceways or replace raceways
- 5.4 Provide raceway ends cut squarely and reamed. Provide raceway installation (including pull boxes as applicable) so there is no more than a total of 360 degrees of bends in any run of raceway. Provide pull boxes at intervals not greater than every 30 m (100'0"), unless otherwise indicated on drawings.
- 5.5 Maintain a separation of not less than 155 mm (6") between all raceways and hot water lines, steam lines, and any other surface with temperature exceeding 104 degrees F (40 degrees C), whenever possible. When not possible to maintain the 155 mm (6") separation, provide insulation pipe covering on the electrical raceways.
- 5.6 Provide a suitable insulating or grounding type (as applicable) bushing on each conduit terminating in a pressed steel box and for each conduit stub. Bushing is not required where conduit terminates in a suitable conduit connector/termination fitting which includes an integral bushing or which provides smoothly rounded surface suitable and approved for use without a bushing.
- 5.7 Wherever raceways pass across structure expansion joints, provide suitable conduit expansion fittings. Where expansion fittings are not listed for grounding, provide external flexible copper grounding strap. Wherever expansion fittings are installed, provide a suitable junction box located not farther than 7.6 m (25'0") from the expansion fitting location. Coil suitable slack conductors in this junction box to allow functioning of expansion fittings. For continuous runs of PVC RNC exceeding 27 m (90'0"), provide expansion fittings at intervals not exceeding 15 m (50'0") to compensate for linear thermal expansion and contraction.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 5.8 Where metal raceway is installed in contact with or entering earth or concrete in outdoor, wet, or damp locations, coat raceway with engineer approved coal tar or epoxy based corrosion resistant coating (3M, Benjamin Moore, Carboline, or approved equal).
- 5.9 Running threads are not permitted.
- 5.10 Do not run wiring horizontally across floors or the ground, to avoid tripping hazards and facilitate cleaning floors.
- 5.11 Horizontal runs of raceway at rooftops are not permitted (to facilitate future roofing repairs/replacement) except where specifically approved in writing by the architect and owner. Horizontal runs may not exceed 2.4 m (8'0") length. Do not install any wiring or electrical equipment of any type (specifically including disconnecting means and receptacles) within 4.5 m (15'0") of any edge of any roof under any circumstance, to avoid tripping and fall hazards. Equipment and wiring is only permitted within 4.5 m (15'0") of any edge of any roof where necessary to serve utilization equipment within the space and only where specifically approved in writing by the engineer and architect (where approved suitable protective means are included to prevent fall hazards). Support raceways at roofs in a manner to avoid harming, impacting, or compromising the roofing weatherproof integrity (fully coordinate requirement with roofing contractor/supplier [where present], architect, and owner). Where wiring is installed atop roofing material, utilize only pre-cast concrete paving units measuring not less than 12" x 12" x 2" (300 mm x 300 mm x 51 mm) laid on the roof and bonded to the roof using suitable roofing adhesive. Running rooftop wiring on wood blocks or bricks is not permitted under any circumstance.
- 5.12 In all kitchens, food preparation, and similar areas, run wiring concealed as much as possible. Where necessary to run wiring exposed, maintain space between raceways and building surfaces and run raceways *vertically only* in such a way to facilitate cleaning walls, ceilings, and floors and to avoid accumulation of foreign materials.
- 5.13 Install wiring in such a manner to avoid infiltrating water into the wiring system (during or after construction). Install wiring in such a manner so any water which does infiltrate cannot become trapped or accumulate and cannot drain into electrical or other equipment.
- 5.14 Install exposed wiring (including visible wiring and wiring in accessible ceiling spaces or other accessible locations) parallel or perpendicular to walls, structural members, or intersections of vertical planes and floors or ceilings.
- 5.15 Install concealed wiring (except as provided above for wiring in accessible spaces) as straight and direct as possible. Detail routing of all concealed wiring on record (as-built) documents.
- 5.16 Space raceways embedded in concrete slabs, walls, beams, etc. or run underground not closer than 76 mm (3") between outsides of raceways and install to avoid changing locations of reinforcement. Except when plans of raceways are approved by the engineer, provide embedded raceways, other than those merely passing through, not larger in outside diameter than one-third the thickness of the slab, wall, beam, etc. in which embedded.
- 5.17 Embedded raceways are not permitted to cross, except where the 76 mm (3") spacing and one-third thickness provisions above are maintained or exceeded.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 5.18 In building exterior walls and roofs, do not install any wiring, other than that merely passing through, in veneer cavity or other interstitial spaces of the building envelope.
 - 5.19 Provide all splices only in suitable code-sized junction or outlet boxes. Splices are not permitted in any type of conduit body under any circumstance.
 - 5.20 Do not install any wires in raceways until all raceway work is completed and closed in such a manner as to prevent the possibility of water or other foreign matter entering raceways.
 - 5.21 Wherever empty or spare raceways are installed, provide suitable pull wires with identification tags securely attached to each end. Where empty or spare raceways do not terminate in boxes or enclosures, provide suitable conduit caps. Utilize only conduit fitting type caps appropriate for the conduit involved. Rubber and plastic conduit plugs, duct sealing compounds, and tape are not acceptable.
6. FASTENERS, SUPPORTS, AND HANGERS
- 6.1 Provide all fastenings, supports, hangers, clamps, and anchors of the type made for the specific purpose for which they are used.
 - A. Utilize wood screws for fastening to wood.
 - B. Utilize toggle bolts or bolt fastenings for fastening to hollow tile, terra cotta, hollow masonry units, lath, and similar construction.
 - C. Utilize machine screws/bolts with nuts for fastening to structural steel.
 - D. Utilize metallic expansion shield anchors and machine screws/bolts for fastening to concrete, brick, and solid masonry. Wooden plugs with screws and plastic expansion shield anchors are not acceptable.
 - E. Threaded studs driven in by a powder charge and provided with washers and nuts may be used in lieu of expansion anchors, machine screws, and wood screws under the applications indicated above.
 - F. Utilize engineer approved adhesive fastening on roofing areas (mechanical fasteners are not be permitted to be driven into roofing surfaces).
 - G. Threaded C-clamps are not permitted.
 - H. Additional acceptable supports for a single 21 mm (3/4") EMT only include common nails for wood, spring-tension clamps for steel and nail-type nylon anchors for masonry.
 - I. Additional acceptable supports for not more than two (2) cables (where cable wiring methods are permitted elsewhere in this specification) only include nails for wood, spring-tension clamps for steel, and nail-type nylon anchors for masonry. A single cable only may be secured directly to wood with NEC approved cable staples.
 - 6.2 To prevent swaying, vibrating and/or sagging, rigidly and firmly install raceway and cable (where cable wiring methods are permitted elsewhere in this specification).
 - A. Support with malleable or wrought steel clamps, hangers, or with fabricated strut type supports (steel only, aluminum is not acceptable unless specifically indicated on the drawings). Provide strut type supports as B-Line, Kindorf, Power-Strut, or Unistrut (or approved equal).
 - B.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- B. Stamped metal one-hole and two-hole straps are permitted to secure EMT and cable wiring methods permitted by the specifications in exposed and concealed dry indoor locations not subject to abuse or injury only.
 - C. Stamped metal wrap around "mineralax" type hangers are permitted to secure EMT and cable wiring methods permitted by the specifications in hidden and concealed dry indoor locations not subject to abuse or injury only. Stamped metal wrap around type hangers are not permitted for visible exposed wiring.
 - D. Additional manufactured fastening systems specifically designed for the purpose shall be considered to secure cable wiring methods permitted by the specifications, but only where submitted for review and approval before commencing work.
 - E. Do not weld raceways, clamps, hangers, or straps to steel structure.
 - F. Wire (including ceiling support wires), perforated pipe straps, plastic ties, "J" hooks, and bridle rings are not acceptable.
- 6.3 Provide all supports and fasteners of the following materials, unless indicated otherwise.
- A. Utilize stainless steel for all applications, unless indicated otherwise. Utilize stainless steel only when underground or in contact with earth or floors in outdoor areas, mechanical rooms, kitchens, and other areas subject to the possible presence of water on the floor/ground.
 - B. Steel protected by hot-dip or mechanical galvanizing after fabrication may be utilized for all conditions except conditions indicated above as requiring only stainless steel. Clean areas where galvanizing is cut or damaged and touch-up with suitable zinc dust/zinc oxide paint.
 - C. Steel protected by pre-galvanizing before fabrication, epoxy coating, zinc electrolytic plating, or other engineer approved corrosion resistant coating may be utilized for interior locations not subject to abuse or injury.
 - D. Other materials providing equivalent or superior strength and corrosion resistance to the above shall be considered.
 - E. Supports and fasteners without corrosion protection, protected only by painting, or protected only by oil coating are not acceptable under any circumstances.
 - F. For electrical fasteners (at conductors and all current-carrying parts), utilize only materials and types approved by the NEC and listed for the application.
- 6.4 Provide all fastening, supports, wall brackets, ceiling trapeze, and hangers for the installation of all equipment and wiring. Install all fastenings, supports and hangers in such a way and at such intervals as per NEC or otherwise required to support the equipment. The electrical contractor is responsible for verifying that supports are adequate for the load supported, based upon weight, stresses which may be applied to the support (including when installing equipment, pulling wiring, physical impacts to equipment, and seismic/earthquake loads as per IBC Section 1613), vibration, etc. Submit calculations for any supports where requested by the engineer.
- 6.5 In new concrete structure, engineer approved cast-in-place type inserts (furnished and installed by the electrical contractor and coordinated with and under the direct supervision of the general contractor) may be utilized in concealed locations, unfinished spaces, and other locations where approved by the architect and owner. Inserts may be of the spot or continuous types. Continuous type may be used to directly support raceways.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 6.6 For all telephone and equipment backboards indicated on the drawings and wherever plywood backboards are installed to support and/or mount electrical equipment, utilize only fire resistant plywood.
- 6.7 Where the contractor installs fasteners or supports not meeting specified requirements (without prior written approval) the contractor shall remove the fasteners and supports and install new fasteners and supports as specified at no cost to the owner.

7. CHASES, RECESSES, AND OPENINGS

- 7.1 Provide, including all excavation, cutting, patching, fire stopping, sealing, backfill, surface restoration, and painting, all required openings, chases, and recesses in the construction for all work.
- 7.2 Where openings are required in new or modified structure, furnish the exact location, size, and other necessary information to the contractor installing or modifying the structure in ample time to have them incorporated during construction as approved by the architect and engineer. If the electrical contractor fails to comply with these information requirements, then the electrical contractor shall perform the necessary cutting and patching at his own expense under the direct supervision of the general contractor.
- 7.3 Where openings in masonry are required, make by coring only.
- 7.4 Locate and provide all openings (including openings for junction and outlet boxes and luminaires) in such a manner to maintain any required fire/smoke rating, waterproof, and sound transmission integrity in accordance with all applicable codes and standards (including, but not limited to IBC/BOCA, NFPA, and UL). Where boxes are located in opposite sides of fire/smoke/sound rated walls, maintain minimum spacing between boxes as per NEC. The general contractor shall provide fire/smoke rated enclosures around luminaires and boxes where required to comply with fire/smoke ratings.

8. CUTTING, PATCHING, FIRE STOPPING, AND PAINTING

- 8.1 Perform all required excavation, cutting, patching, fire stopping, sealing, backfill, surface restoration, and painting associated with the electrical installation. Perform in accordance with general construction specifications and as indicated elsewhere in this specification. Coordinate all requirements with the general contractor. This includes cutting and patching associated with suspended ceiling tiles and grid.
- 8.2 Completely restore (including painting where applicable) all surfaces to match existing condition as directed and approved by the owner, architect, and engineer.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 8.3 Completely seal and fire stop all penetrations of all fire and/or smoke rated walls, floors, ceilings and any other construction (including all construction required to be rated by any code) to a rating matching or exceeding the fire rating of the construction. Refer to architectural drawings and specifications for information on fire ratings of building construction and include all costs in bid. Provide the complete installation (including fire stopping methods and materials) complying with all applicable fire rating codes and standards (including the NEC, NFPA, IBC/BOCA, and UL (including the UL "Fire Resistance Directory").
 - 8.4 Completely seal and weatherproof all penetrations of exterior, at or below grade, and wet location walls and floors and roof penetrations.
 - 8.5 Paint all exposed raceways, boxes, enclosures, etc. as directed by the owner and architect.
 - 8.6 Provide baked enamel painted finish for all equipment and materials as directed by the owner and architect. Wherever finish colors are indicated on the drawings (including symbol list and luminaire schedule) as being selected by the architect ("as per architect", etc.), include costs in bid to utilize any of the available standard and/or optional colors listed in manufacturers' catalogs (excluding any colors identified in manufacturers' catalogs as "custom" or "premium").
 - 8.7 Touch up damages to prime and/or finished paint coats on equipment. This includes touching-up stainless steel surfaces to avoid superficial surface rust (i.e. at cut surfaces and welds).
9. SLEEVES
- 9.1 Provide sleeves in all construction. Provide sleeves of minimum 0.85 mm (22 ga.) galvanized steel, sized for passing raceway/cable, and of the proper design for sealing and flashing around the sleeves where required. Locate and set sleeves extending approximately 51 mm (2") above floor in concealed locations, unfinished rooms, and mechanical spaces. Locate and set all sleeves flush with finished surfaces in finished areas unless otherwise directed by the owner and architect.
 - 9.2 Seal the space between the raceway/cable and sleeve and between the sleeve and structure in an engineer and code approved manner. Seal and fire-stop all penetrations to a fire rating not less than the wall, ceiling, floor, or member penetrated. Completely seal and waterproof all penetrations of exterior walls, roofs, mechanical room floors, or any other area subject to weather or water.
10. FLASHING AND ACCESS PANELS
- 10.1 Where a general contractor is present, base flashing is by the general contractor, otherwise base flashing is by the electrical contractor. Counter flashing (provide of 0.47 mm (28 ga.) copper) is by the electrical contractor under all circumstances.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 10.2 Provide access panels for all items requiring accessibility for operation and maintenance or where required by code. Provide access panels of not less than 1.6 mm (16 ga.) steel frame and not less than 1.9 mm (14 ga.) steel panel, with tamper-proof fasteners, and compatible with the type of construction in which they are installed. Where installed in fire rated walls or ceilings, provide access panels with fire rating matching or exceeding the fire rating of the wall/ceiling involved.
- 10.3 Where a general contractor is present, the electrical contractor shall furnish all access panels and the general contractor shall install access panels under the direction of the electrical contractor.

11. LOCATIONS AND MOUNTING HEIGHTS

- 11.1 The approximate locations of luminaires, pipes, switches, radiation, receptacles, outlets and other equipment and materials are indicated on the drawings. Provide actual locations and mounting heights as determined by, confirmed with, and approved by the owner and architect during field construction (prior to rough-in). Where equipment or devices are installed without prior approval/confirmation or without prior written notification (see below) and the location or mounting height is not acceptable to the owner and architect, relocate the equipment and all associated wiring as directed by the owner and architect at no cost to the owner.
- 11.2 Provide mounting heights complying with all applicable federal, state, and local disabled ("handicapped") access codes, standards, and requirements, including the Americans with Disabilities Act (ADA).
- 11.3 Provide mounting heights for all equipment as follows. Utilize standard mounting heights indicated below for all equipment, unless indicated otherwise on the drawings or otherwise directed by the owner and architect. Where installation conditions and/or obstructions make it impossible to install equipment at the standard height, the mounting height may be adjusted to suit conditions, provided the mounting height falls within the listed maximum and minimum heights. Notify the architect and engineer in writing of all conditions where deviating from standard mounting heights. Provide mounting heights not greater than the maximum mounting height and not less than the minimum mounting height under any circumstance, unless specifically approved in writing by the owner, architect, and engineer.
- 11.4 All mounting heights listed below are above finished floor, unless indicated otherwise. Mounting heights listed as "to bottom" are measured to the lowest operable part of the equipment or the lowest visual indicating device on the equipment. Mounting heights listed as "to top" are measured to the highest operable part of the equipment or the highest visual indicating device on the equipment.

SECTION 16200 - ELECTRICAL WORK PRACTICES

	Standard	Mounting Heights	
		Minimum	Maximum
<u>Control Devices</u>			
Wall Switches & lighting controls	46" (1.17m) to ctr.	15" (0.38m) to bot.	48" (1.22m) to top
Thermostats & other controls	46" (1.17m) to ctr.	15" (0.38m) to bot.	48" (1.22m) to top
<u>Receptacles and Outlets</u>			
Receptacles, tele/data, & similar *	18" (0.46m) to ctr.	15" (0.38m) to bot.	48" (1.22m) to top
Wall mounted telephones	46" (1.17m) to top	27" (0.69m) to bot.	48" (1.22m) to top
<u>Electrical Equipment</u>			
Safety switches **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Enclosed circuit breakers **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Devices with fuses/breakers **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Contactors **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Transfer Switches **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Time clocks, individual **	See max./min.	15" (0.38m) to bot.	48" (1.22m) to top
Annunciators and displays	46" (1.17m) to ctr.	15" (0.38m) to bot.	48" (1.22m) to top
Equip. indicated with (**) where group mounted	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Equip. indicated with (**) where too large to mount at above heights	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Branch panels	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Wall mounted distribution panels	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Controllers & grouped controls	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Individual meter sockets ***	48" (1.22m) to ctr.	36" (0.92m) to ctr.	60" (1.52m) to ctr.
Meter centers ***	Contact engineer		
<u>Fire Alarm Equipment</u>			
Fire alarm controls	15" (0.38m) to 48" (1.22m)	None	78" (1.98m) to top
Pull stations	48" (1.22m) to top	42" (1.07m) to bot.	48" (1.22m) to top
Horns/speakers/strobes/bells ****	80" (2.03m) to bot.	80" (2.03m) to bot.	96" (2.43m) to bot.
<u>All equipment mounted above counters</u>	*****	15" (0.38m) to bot.	44" (1.17m) to top
<u>Other Equipment</u>			
Other equipment mounted on standard electrical outlet boxes	46" (1.17m) to ctr.	15" (0.38m) to bot.	48" (1.22m) to top

Contact the engineer for any equipment not listed or similar to equipment above.

- * Specifically coordinate with any wall-mounted radiation, if present
- ** Applies where equipment is mounted individually, see below for group mounted equipment.
- *** Provide metering equipment mounting heights conforming to utility company requirements, where applicable, regardless of mounting heights indicated above.
- **** For ceilings lower than 90" (2.29m), mount fire alarm signaling devices 6" (0.15m) below the ceiling. Fire alarm signaling devices may be ceiling mounted if mounted on the lowest portion of the ceiling, if mounted not higher than 9.14 m (30'0") above the lowest floor level in the room and if located and spaced in accordance with NFPA requirements.
- ***** Standard mounting height for above counter equipment is 6" (0.16m) above back splash or 8" (0.20m) above counter where no back splash is present, but not higher than the maximum shown above.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 11.5 Where any equipment or device protrudes more than 100 mm (4") from the finished wall surface, mount at height conforming with the ADA and in accordance with the following. Contact the engineer where maximum and minimum heights listed above conflict with mounting requirements summarized below.
- A. Mount so the bottom of equipment/device is 0.68 m (2'3") AFF or less.
 - B. Mount so the bottom of equipment/device is 2.0 m (6'8") AFF or greater.
 - C. Projecting equipment/devices are permitted mounted with the bottom between 0.68 m (2'3") and 2.0 m (6'8") AFF where protected with a suitable warning barrier in accordance with ADA requirements.
 - D. Projecting equipment/devices are permitted mounted with the bottom between 0.68 m (2'3") and 2.0 m (6'8") AFF without warning barrier protection only where specifically approved in writing by the engineer.

12. ELECTRIC SERVICE

- 12.1 Perform all electrical service work complying with applicable electric utility company standards and requirements, including metering equipment locations, equipment specifications, service/meter applications, inspections, notification, scheduling, and service pole/manhole.
- 12.2 Utility service-related work shown on the drawings is approximate as a guide to pricing only and is not fully coordinated with respective utility companies. Submit to utility companies for approval all required service/meter application forms and shop drawings on all service-related equipment and materials (service drop, lateral, and entrance conductors and raceways, metering equipment of any kind, any equipment containing a service disconnect or service overcurrent device, any equipment on the line side of a service disconnect, pole risers, transformer pads, transformer connections, any equipment subject to utility company standards/regulations, and any other equipment requested by utilities). Fully coordinate all service-related work in detail with utility companies, and obtain written approval (specifically including formal response to service/meter application) from utility companies, before releasing equipment and before associated rough-in of work. The electrical contractor is solely responsible to fully coordinate and verify service requirements with utility companies (include all costs in bid). No consideration, claims, charges, or compensation will be granted under any circumstance associated with failure to fully coordinate with or obtain full approvals from utility companies.
- 12.3 Reference single line diagram for description of the proposed electrical system.
- 12.4 Where pole risers are indicated on the drawings, provide a complete riser in accordance with all applicable utility company requirements. Verify exact riser requirements with utility company prior to submitting bid (include all costs in bid). Provide riser including all ancillary equipment as directed by the utility company, including (but not limited to) raceways stubbed and/or run up pole, molding, grounding, suitable slack conductors, location of riser around circumference of pole, etc..

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 12.5 Provide protective bollards for all pad mounted outdoor equipment. Provide quantity and location as per utility company standards (for both utility and customer owned equipment) unless otherwise indicated on the drawings. Provide consisting of not smaller than 102 mm (4") steel RMC filled with concrete, protruding at least 1.2 m (4'0") above finished grade, set in not less than 0.3 m (1'0") diameter x 0.9 m (3'0") deep concrete base, and in no case less than the minimum construction required by utility company standards. Provide bollards even if not shown on electrical drawings.

13. UTILIZATION EQUIPMENT CONNECTIONS

- 13.1 Provide complete power wiring and final connections for utilization equipment as indicated on the drawings. This includes, but is not limited to, all mechanical, kitchen, manufacturing, computer, medical, office, copier, fixed, and portable equipment and apparatus. Coordinate all requirements with the contractor supplying the equipment (the supplying contractor).
- 13.2 Provide connections complete and including power wiring from the electrical contractor provided local disconnecting means to each piece of equipment. If required, pass power wiring through supplying contractor furnished control equipment (including thermostats, relays, timers, integrated controllers, starters, contactors, VFD's, etc.). Provide a single point connection or multiple-point connections (by separating one larger circuit into smaller circuits at controller and/or equipment) as applicable (include all costs in bid). The electrical contractor is responsible for taking deliveries of all control equipment (which power wiring passes through) from the supplying contractor and for mounting and passing power wiring through this control equipment. Locate control equipment as indicated on mechanical or other trades documents or as otherwise coordinated with and approved by the owner, architect, mechanical engineer, and the supplying contractor.
- 13.3 All control wiring and associated raceway is by the supplying contractor (regardless of voltage), unless specifically indicated on the drawings. All central/common control panels are by the supplying contractor (power wiring is by the electrical contractor), unless specifically indicated on the drawings.
- 13.4 Provide safety switches as local disconnecting means at all equipment. Provide switches regardless of whether shown on the drawings or not. Provide switches regardless of whether or not the equipment includes integral unit switches or circuit breakers. Provide outdoor switches as NEMA-3R and indoor switches as NEMA-1.
- 13.5 For all equipment rated 120 V or 277 V and 20 A or less, provide either direct connection, including thermal overload switch where disconnecting means is required, or suitable receptacle where equipment is supplied with cord and plug (combination of plug and receptacle serves as disconnecting means), include all costs in bid.
- 13.6 Prior to rough in of raceway or purchasing any associated electrical equipment, obtain shop drawings from the supplying contractor and verify all requirements. The electrical contractor is fully responsible for contacting and obtaining copies of approved shop drawings from the supplying contractor. This includes fully coordinating the locations of all equipment and wiring in/serving elevator shafts, pits, and machine rooms.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 13.7 Where equipment is served by variable frequency drives (VFD's), other solid-state controllers, or other special starters or controllers, wiring indicated on the drawings is as a guide to pricing only. Prior to rough in of raceway or purchasing associated electrical equipment, verify all requirements in writing with the supplying contractor. Provide exact circuit breaker trip amperes (or fuse amperes, where applicable) for circuits feeding this equipment as coordinated with and directed and approved by the manufacturer, include all costs in bid. Where the required circuit breaker/fuse amperes exceed the ampacity of the specified wiring, notify the engineer in writing. Provide all safety switches connected on the load side of VFD's with auxiliary contacts and interconnect (including providing all required wiring in separate 21 mm (3/4") raceway from power wiring) with VFD controls (to prevent and stop operating VFD with load disconnected). Provide all power wiring on the load side of any VFD as a dedicated circuit (from individual VFD to motor served) with no other circuit or wiring (of any kind) in the same raceway.
- 13.8 Where heat trace, control power transformers and control power supplies (rated 500 VA and less), electric alarm bells, plug-in condensate pumps, ultraviolet germicidal lamps in HVAC equipment, electrically operated security devices, door hardware, dampers (including smoke and fire dampers), and valves (including sinks/toilets/urinals), switchgear/switchboard strip/space heaters, etc. are specified on mechanical, plumbing, fire protection, electrical, or architectural drawings or specifications, provide appropriate wiring and power connections (whether shown on electrical drawings or not). Verify and coordinate voltage and wattage/amperes in field and provide wiring accordingly. Obtain power from a suitable nearby branch circuit. Include all disconnecting means switches, junction boxes, receptacles, and other equipment as per code or manufacturer recommendations. Provide ground fault protection (utilizing protective devices complying with the NEC) for all heat tracing.
- 13.9 For ductless split ("mini") style HVAC equipment the electrical contractor shall coordinate in detail with the supplying mechanical contractor before submitting bid to ensure that the equipment is compatible with power wiring shown on the electrical drawings. The supplying contractor shall furnish only equipment which is capable of separate and independent power supply to indoor and outdoor ductless split units (powering indoor unit from outdoor unit is not acceptable, unless specifically indicated on the electrical drawings). The supplying contractor shall furnish only equipment which is arranged so the incoming power wiring is energized all of the time and so the incoming power wiring is not used to control any of the equipment involved. All control wiring between indoor and outdoor units (and branch controllers, where applicable) is by the supplying contractor (see specifications section 13.3 above). Where ductless split equipment is supplied which is normally arranged to control one unit from another by directly switching power wiring, the supplying contractor shall include any necessary suitable relays (and associated wiring and modifications) to accommodate independent power supply. The electrical contractor is responsible for ensuring that this is coordinated in advance and that the ductless split style HVAC equipment, control wiring, and relaying is furnished by the supplying contractor accordingly. No extra consideration, claims, charges, or compensation will be granted under any circumstance associated with coordination of interconnection of ductless split style HVAC equipment.

14. DEMOLITION, REMOVAL, RELOCATION, AND RE-FEEDING

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 14.1 Disconnect, remove, relocate, and/or re-feed existing wiring and electrical equipment as indicated on the drawings (including, but not limited to, as indicated in electrical notes on the drawings) and otherwise provided in contract documents. Assume that all demolition and new construction requires disconnecting, removing, relocating, and re-feeding unless verified otherwise in the field. No consideration, claims, charges, or compensation will be granted for any alleged misunderstanding of the scope of disconnecting, removing, relocating, and re-feeding or as a result of failure to verify existing conditions.
- 14.2 Fully verify all requirements associated in any way with demolition, removals, relocations, and re-feeding and include all costs in bid. Visit site prior to submitting bid and investigate and verify all existing conditions (including verifying conditions above all accessible "drop" ceilings and in accessible chases). Completely remove from the site and properly dispose of all equipment and materials removed.
- 14.3 Prior to commencing any removals, completely verify all conditions and exact requirements related to re-feeding, maintaining, or affecting service to existing electrical equipment, devices, and wiring and mechanical, architectural, and other equipment and system in the field during construction. Where equipment or wiring is removed which is required to re-feed equipment, maintain service, or effects systems to remain, replace or reinstall the equipment and wiring. No extra consideration, claims, charges, or compensation will be granted to re-feed, reinstall, replace, reconfigure, etc. wiring and equipment where removed without first verifying all conditions.
- 14.4 Wherever electrical equipment and wiring is removed from visible finished surfaces, patch and restore the surface to the original condition matching existing adjacent surfaces. This includes all required painting, filling all openings (including channels and filling holes left from supports), etc.
- 14.5 Where existing ceilings are removed and reinstalled (either partly or entirely), remove all existing electrical equipment (including lighting fixtures, fire alarm devices [including, but not limited to, smoke and heat detectors, signaling devices, indicators, etc.], security/CCTV cameras, motion detectors, speakers, and all other electrical devices, equipment, and apparatus) from the ceiling grid and ceiling tiles. Leave in place at the ceiling and temporarily support (in a code approved and local authorities having jurisdiction approved manner) to facilitate ceiling removal. Once ceiling is reinstalled, permanently reinstall all electrical equipment in the ceiling. Where new equipment is shown on the drawings, completely disconnect and remove existing equipment (being replaced) and all associated wiring and provide all new equipment and associated wiring as shown on the drawings. Ceilings may be left open for a long period of time (i.e. there may be several months or more between the time of removal and the time of reinstalling ceilings). When ceilings are not in place, maintain (as operational) all fire alarm devices and equipment and normal and emergency lighting (temporarily install fire alarm devices, supported from structure and provide temporary lighting or temporarily support existing lighting from structure as applicable). When ceilings are not in place, safely secure everything which is exposed by the absence of ceilings (new and existing) and keep all areas clean when occupied. This ceiling work is not shown on electrical plans (see architectural drawings and ceiling plans and other trades drawings for information). This ceiling work applies regardless of the party removing the ceiling and regardless of whether or not ceiling removal is shown on drawings. Coordinate with all contractors and trades to confirm the extent of ceiling work and include all costs in bid. This ceiling work also applies where any contractor chooses to install new ceiling in lieu of reinstalling the existing ceiling.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 14.6 Where existing ceilings are removed and new ceilings are installed (either partly or entirely), remove all existing electrical equipment (including lighting fixtures, fire alarm devices [including, but not limited to, smoke and heat detectors, signaling devices, indicators, etc.], security/CCTV cameras, motion detectors, speakers, and all other electrical devices, equipment, and apparatus) from the ceiling grid and ceiling tiles. Leave in place at the ceiling and temporarily support (in a code approved and local authorities having jurisdiction approved manner) to facilitate ceiling removal. Once new ceiling is installed, permanently reinstall all electrical equipment in the ceiling. Where new equipment is shown on the drawings, completely disconnect and remove existing equipment (being replaced) and all associated wiring and provide all new equipment and associated wiring as shown on the drawings. Ceilings may be left open for a long period of time (i.e. there may be several months or more between the time of removal and the time of installing new ceilings). When ceilings are not in place, maintain (as operational) all fire alarm devices and equipment and normal and emergency lighting (temporarily install fire alarm devices, supported from structure and provide temporary lighting or temporarily support new or existing lighting from structure as applicable). When ceilings are not in place, safely secure everything which is exposed by the absence of ceilings (new and existing) and keep all areas clean when occupied. This ceiling work is not shown on electrical plans (see architectural drawings and ceiling plans for information).
- 14.7 Where electrical work involves removal and reinstallation of existing ceilings, removal and relocation is the responsibility of the electrical contractor. As an alternative (at the electrical contractor's option) to reinstalling ceilings removed to facilitate electrical work, the electrical contractor may install a new ceiling of a type matching the existing ceiling provided there is no cost change to the contract (wherever new ceiling involves additional cost to the contract, new ceiling is not acceptable).
15. EXCAVATION, BACK-FILLING, AND RESTORATION
- 15.1 Perform all required excavation, cutting, patching, backfill, surface restoration, and painting associated with the electrical installation, perform in accordance with general construction specifications. Coordinate all requirements with the general contractor. Refer to the section of this specification "Cutting, Patching, Fire-Stopping, and Painting" for additional information.
- 15.2 Install all underground wiring to maintain a minimum cover of 0.8 m (2'7") to top of raceways. Where field obstructions do not facilitate the above minimum cover, minimum cover as indicated in NEC Article 300.5 is permitted.
- 15.3 Perform all excavation and work in and associated with excavation in accordance with all applicable safety codes, standards, regulations, and requirements (refer to specifications section "Safety" of specifications division 16100, General Electrical).
- 15.4 Completely restore all surfaces to a condition matching or exceeding the original condition to the satisfaction of the owner, architect, and engineer. Backfilling and restoration below does not supersede or serve as a substitute for concrete encasement of raceways specified elsewhere.

SECTION 16200 - ELECTRICAL WORK PRACTICES

- A. Earth (and other unpaved surfaces) excavation: Backfill with suitable on-site material, preferably utilizing excavated material, and compact during backfill. Provide additional material to provide a flush surface after compacting or settlement. Provide seeding (as directed by the owner and architect) to restore grass surfaces.
 - B. Sidewalk (and other paved surfaces not subject to vehicular traffic) excavation: Where pavement construction joints are spaced not greater than 1.8m (6'0") apart, remove complete blocks of paving to the construction joints to facilitate excavation. Where construction joint spacing exceeds 1.8 m (6'0"), either saw cut pavement at a convenient location or remove to construction joints to facilitate excavation. Backfill with suitable on-site material, preferably utilizing excavated material and compact during backfill. Replace pavement sub-base with new materials to match existing sub-base materials. Replace pavement with new materials to match existing pavement.
 - C. Roadway and parking lot (and other surfaces subject to vehicular traffic) excavation: Saw cut pavement 76 mm (3") deep prior to excavation. Remove pavement 300 mm (1'0") beyond the edges of below grade excavation ("cut-back" pavement 300 mm (1'0") on both sides of trench). Backfill with suitable on-site material, preferably utilizing excavated material and compact during backfill. Replace pavement sub-base with new materials to match existing sub-base materials. Replace pavement with new materials to match existing pavement, filling the entire width of the excavation with "cut-backs".
 - D. Optional roadway and parking lot (and other surfaces subject to vehicular traffic) excavation: The following may be substituted for the methods indicated in item "C" above at the contractor's option. Saw cut pavement 76 mm (3") deep prior to excavation. Remove pavement to the same width as the edges of below grade excavation (without any "cut-back"). Back fill with concrete only to the bottom of the sub-base. Replace pavement sub-base with new materials to match existing sub-base materials. Replace pavement with new materials to match existing pavement.
- 15.5 Completely remove and properly dispose of any material excavated and not utilized for backfill, include all costs in bid.

16. HOUSEKEEPING AND EQUIPMENT PADS

- 16.1 Mount all fully or partially freestanding electrical equipment on pads as follows. Where equipment is installed without pad (without prior written approval) the contractor shall remove the equipment, provide a suitable approved pad, and reinstall the equipment (including providing temporary power [including the use and cost of a generator if required] to maintain service) at no cost to the owner.
- 16.2 Provide all floor/roof mounted equipment on 100 mm (4") concrete housekeeping pad.
- 16.3 Provide all outdoor ground mounted equipment on a suitable pad. Level grade around pad. Provide top of pad 155 mm (6") nominal above finished grade (100 mm (4") minimum at any point).

SECTION 16200 - ELECTRICAL WORK PRACTICES

- 16.4 Provide all housekeeping and equipment pads in complete accordance with equipment manufacturer's requirements and recommendations. This includes, but is not limited to anchor bolts, reinforcement, minimum thickness, pad openings/cutouts, raceway stubs, overall dimensions/shape, steel leveling channels, concrete characteristics, grounding (including grounding grids and loops), and structural details. Where applicable, provide pads as per utility company standards. For any equipment exceeding 500 kg (1,100 lb), submit shop drawings of exact pad construction, fabrication, and characteristics. This includes sealing (by a registered professional engineer) these shop drawings where requested by local authorities having jurisdiction for review.
- 16.5 Where approved by the manufacturer, engineer, and utility company (where applicable), pre-cast concrete pads and foundations may be utilized for outdoor installation. Install and set all pre-cast concrete pads on a smooth, compacted, and level base of not less than 155 mm (6") of crushed stone (or sand, for manhole style vault foundations 1.2 m (4'0") or deeper) according to manufacturer's (and utility company, where applicable) recommendations.
- 16.6 Where the project schedule, shutdown considerations, or other project conditions do not allow the time required for a cast-in-place indoor housekeeping pad, utilize a suitable custom pre-cast housekeeping pad (include all costs in bid). Pre-cast housekeeping pads may also be used under other conditions where approved in writing by the engineer and owner. Submit shop drawings for review and approval. Provide complete with openings pre-cast or cored in advance to facilitate conduit stub-ups (where applicable). Secure pad to the floor utilizing suitable concrete anchors. Set pad on wet bed of grout/mortar (to provide a firm and level surface regardless of floor surface conditions/irregularities) and utilize shims (to level pad and avoid pad settling before/while grout/mortar cures). Where a new cast-in-place pad will be poured adjacent to a new pre-cast pad, provide 10 mm (3/8") (minimum) reinforcement cast into and stubbed out from the pre-cast pad (extending at least 230 mm (9") and spaced not farther than 230 mm (9") on center) in the direction of proposed poured pad.

END OF SECTION

SECTION 16300 - ELECTRICAL MATERIALS

1. GENERAL PROVISIONS

- 1.1 The applicable requirements and conditions of specifications section "General Provisions" of specifications division 16100, General Electrical, are hereby made an integral part of this section.
- 1.2 The work governed by these specifications includes but is not limited to that as defined in specifications section "Scope of Work" of specifications division 16100, General Electrical.
- 1.3 Provide all materials and equipment (products) as new, the best in grade and quality, and manufactured in the United States of America with standards and ratings as specified herein. No substitution or deviation from the materials and equipment specified is permitted except by written permission from the engineer. Provide all materials and equipment as listed and/or labeled where applicable.
- 1.4 Replace or repair, to the satisfaction of the owner, any materials and equipment damaged before or after installation.
- 1.5 Materials and equipment manufacturers and catalog numbers specified constitute the type and quality of design, material, workmanship, ruggedness of construction, resistance to vandalism, exact operating and performance characteristics, features, configuration, dimensions, etc. Where multiple manufacturers are shown in the drawings and/or specifications, not all manufacturers shown may be capable of providing materials and equipment meeting the specifications, field conditions, etc. Manufacturers not specifically shown on the drawings or specifications shall be considered, provided the products are equivalent or superior to the requirements of the drawings and specifications (including equivalent or superior to products and/or manufacturers specifically shown on drawings and specifications). Manufacturers, whether shown on the drawings or specifications or not, are acceptable only if they can meet the specifications, conditions, and requirements specific to this project. The terms "equivalent", "equal", "equaling", and "approved equal" mean "equivalent or superior to the item/process specified when approved by the engineer", unless otherwise noted.

2. RACEWAYS

- 2.1 Steel Rigid Metal Conduit (RMC) and Steel Intermediate Metal Conduit (IMC)
 - A. Provide steel RMC as full weight, heavy wall, mild steel pipe, galvanized inside and outside.
 - B. Provide steel IMC as standard wall steel pipe; otherwise the same as steel RMC.
 - C. Provide fittings for steel RMC and steel IMC of high grade steel, having rust resistant finish, providing ample wiring space, having smooth round edges, and having full threaded hubs.
 - D. Utilize only fully threaded screw-on fittings with steel RMC and steel IMC (coat field-cut threads as per NEC Article 300.6(A)). Compression, set screw, bolt on, or other thread-less fittings are not permitted.

SECTION 16300 - ELECTRICAL MATERIALS

2.2 Electrical Metallic Tubing (EMT)

- A. Provide EMT of high grade steel and galvanized inside and outside. Enamel coating only is not acceptable.
- B. Provide fittings for EMT of high-grade steel, having rust resistant finish, providing ample wiring space, and having smooth round edges. For EMT in damp locations (i.e. concealed), utilize only fittings of the thread-less compression type without set screws. For EMT in dry locations only, thread-less set screw steel type fittings are permitted. Die cast, set screw, and indenter fittings are not permitted.

2.3 Flexible Metal Conduit (FMC) and Liquidtight Flexible Metal Conduit (LFMC)

- A. Provide FMC ("greenfield") of high-grade steel, galvanized inside and outside, having a smooth interior, and providing a continuously effective ground. Provide fittings for FMC of high grade steel, having rust resistant finish, providing ample wiring space, having smooth round edges, of the two (2) screw type, listed and NEC approved for grounding.
- B. Provide LFMC ("sealtite") with an overall PVC sheath; otherwise the same as FMC. Provide fittings for LFMC of high grade steel, having rust resistant finish, providing ample wiring space, having smooth round edges, listed and NEC approved for grounding, and of the sealing compression gland type.
- C. Where applicable, provide FMC and LFMC manufactured to comply with NEC Article "Places of Public Assembly".

2.4 Polyvinyl Chloride Rigid Nonmetallic Conduit (PVC RNC)

- A. Provide PVC RNC of virgin PVC (or material reground from the manufacturer's own products), heavy wall, schedule 40 or schedule 80.
- B. Provide fittings for PVC RNC of schedule 40 virgin PVC, providing ample wiring space, and having smooth round edges. Make all interfaces between PVC RNC and raceways, enclosures, boxes, other conduit types, etc., utilizing adapter fittings designed for the purpose.
- C. Make all joints utilizing solvent welding method, installed to be completely watertight and pressure-tight to 172 kPa (25 p.s.i.).
- D. High density polyethylene (HDPE) conduit and type "EB" encased burial and type "A" PVC conduits are not permitted under any circumstance.

2.5 Surface Raceway

- A. Surface raceway with integral wiring devices: Provide steel or aluminum type as indicated on the drawings. Utilize one (1), two (2), or three (3) compartment types (with dividers as applicable) as indicated on the drawings.

SECTION 16300 - ELECTRICAL MATERIALS

- B. Surface raceway without integral wiring devices: Provide steel type. Utilize Wiremold types #V700, #V2000, #V2100, or #V2400 (or approved equal) sized according to the number of conductors to be run in the raceway. Utilize the smallest size raceway facilitating conductors. Raceway smaller than #V700 type is not acceptable.
- C. Surface raceway plug-in strips: Provide steel type, Wiremold #V2000 series (or approved equal). Provide with #12 AWG through wiring suitable for use on 20 A branch circuits. Provide with 15 A, 120 V single receptacles 300 mm (12") on center, unless indicated otherwise. Provide one (1) or two (2) circuit type as indicated on the drawings.
- D. Provide all steel surface raceways in factory ivory finish. Provide final painting (over the ivory factory finish) as directed by the owner and architect in the field. Provide all aluminum surface raceways in natural brushed aluminum finish.
- E. Nonmetallic surface raceways are not permitted, unless specifically indicated otherwise on the drawings.
- F. Provide all installations of surface raceways complete including all required fittings, accessories, details of installation, etc.. Include costs in bid for installing surface raceways around all obstructions encountered.
- G. Provide fittings for surface raceways manufactured by the surface raceway manufacturer and specifically designed to be used with and compatible with the surface raceway and the actual installation conditions encountered. Provide fittings for surface raceways having rust resistant finish, providing ample wiring space, and having smooth round edges. Provide device box type fittings as per the section of this specification "Outlet, Switch, and Junction Boxes".
- H. Perform all cutting, bending, and offsetting of surface raceways and components utilizing tools specifically designed and manufactured for the purpose by the surface raceway manufacturer. Cutting with hacksaws and bending/offsetting with standard conduit benders is not acceptable. Where the manufacturer does not manufacture or supply tools to perform work required (as indicated in manufacturer's standard catalogs), use only tools specifically recommended and approved for the purpose by the manufacturer.
- I. Fasten and secure all surface raceways utilizing hardware concealed by the surface raceway. Visible securing and fastening hardware is not acceptable except that Wiremold #V5703 (or approved equal) supporting "back clip" type fasteners are permitted with #V700 style surface raceway without integral wiring devices only. One (1) or two (2) hole straps over the raceway are not acceptable.
- J. Specifications are based on equipment as manufactured by Wiremold. Equipment as manufactured by Hubbell and Mono-Systems (or approved equal) shall be considered.

3. OUTLET, SWITCH, PULL, AND JUNCTION BOXES

SECTION 16300 - ELECTRICAL MATERIALS

- 3.1 Provide boxes of proper types and sizes to facilitate installation and as per code at all outlets and junctions indicated on the drawings and as otherwise required.
- 3.2 In unfinished areas, mount boxes flush or exposed. In finished areas, mount boxes flush in ceilings, walls, and floors, include all required cutting and patching. Where impossible to mount flush in finished areas or where surface wiring is required to serve equipment in finished areas, finished style (Wiremold #V5730 to #V5760, equipment as manufactured by Hubbell or Thomas & Betts (or approved equal) shall be considered) surface boxes are permitted. Standard style pressed steel boxes are not permitted in finished areas. Where the contractor installs improper boxes in finished locations (without prior written approval), the contractor shall remove the boxes and install new boxes flush mounted (including cutting and patching to flush mount boxes and wiring and including replacing or reinstalling wiring) at no cost to the owner.
- 3.3 Utilize boxes of either unit or ganged construction and sized for devices and wiring installed and not smaller than the minimum sizes as per the drawings and specifications (and in no case smaller than the minimum size permitted by the NEC). Provide boxes as galvanized pressed steel (unless indicated otherwise), not less than 4" square, and with the proper size knockouts to facilitate wiring.
- 3.4 For flush mounted boxes, provide box shape permitting surfacing materials to be on straight lines and to fit closely around the box. Provide boxes in plastered, drywall (GWB), and similar walls, partitions, and ceilings with suitable plastering rings.
- 3.5 Utilize cast and/or malleable rust-resisting steel boxes for wiring in exterior, wet, or damp locations and for exposed visible steel RMC and IMC runs. Utilize aluminum or alloy boxes only where aluminum conduit is permitted by the specifications and used.
- 3.6 For all boxes in floors, utilize only boxes specifically designed, NEC approved, and listed for floor installation (including maintaining fire rating of the floor).
- 3.7 Provide all boxes for lighting outlets with studs of a size suitable for the weight of the luminaire supported (in no case less than 10 mm (3/8")). Provide the stud of integral construction with the box or of the type inserted from the back of the box. Studs held to the box with bolts to support luminaire weight are not permitted.
- 3.8 100 mm (4") diameter "octagon" boxes are not acceptable, except under the following conditions. Octagon boxes are permitted in conjunction with luminaire mounting studs where studs are required above. Octagon boxes are permitted where required to mount equipment where equipment is not compatible with square or ganged type boxes (including the use of adapter rings on square boxes).
- 3.9 Secure boxes firmly in place and set true, square, and flat or flush (as applicable) with finished surfaces. Keep all unused knockouts closed or close with suitable threaded plugs (for threaded knockouts or hubs) or knockout seals (for unthreaded knockouts). Install flush mounted boxes so the covers are flush with the finished surface.
- 3.10 Provide all boxes with cover plates as specified below.

SECTION 16300 - ELECTRICAL MATERIALS

4. COVER PLATES

- 4.1 Provide cover plates for switches, receptacles, outlet and junction boxes, and other devices of 1.0 mm (0.04") thick metal with paint finish or of stainless steel (as directed by the owner and architect, include costs in bid for painted or non-magnetic stainless steel), unless indicated otherwise.
- 4.2 Utilize suitable pressed galvanized steel code gauge raised covers for exposed wiring methods in unfinished areas and accessible hidden locations. Flat pressed galvanized steel code gauge covers may be utilized on junction boxes (where devices are not installed) or for ganged devices (three (3) gang or greater only). Tile and/or plastering rings style covers are not permitted for exposed wiring methods under any circumstance.
- 4.3 Utilize cast rust-resisting steel or #302 stainless steel covers with gaskets for boxes in wet, damp, or exterior locations or other locations where cast steel boxes are utilized.
- 4.4 Provide suitable blank covers on all unused boxes and boxes for future use (including boxes where devices are not installed at the time that electrical work is completed; specifically including telephone/data outlets where jacks and covers are not installed).

5. CONDUCTORS AND CABLE (600 V)

- 5.1 Provide all wiring (for all systems) utilizing multiple single conductors in raceway, unless indicated otherwise. Conductor sizes indicated in the specifications and on the drawings are the minimum that will be accepted (conductor sizes are identified based on the NEC, as either American Wire Gauge [AWG] or thousands of circular mils [MCM or kcmil]). Where the contractor installs conductors smaller than the minimum size, the contractor shall remove conductors and install new conductors of the specified size at no cost to the owner.
- 5.2 Provide all conductors (including conductors in cables, where permitted) as 600 V, having flame retardant, heat resistant, and moisture resistant insulation, and listed and marked in accordance with industry standards and the NEC. Unless indicated otherwise, provide all conductors identified both as type "THHN" and as type "THWN" ("THHN/THWN"), rated 90 degrees C for dry and damp locations and rated 75 degrees C for wet locations. Conductors identified as type "XHHW" (in lieu of type "THHN/THWN") are permitted only where conductors are of the compact stranded type (type "XHHW" is not permitted for solid conductors or for standard concentric or compressed stranded conductors). Provide all conductors for all systems of a type suitable for installing in dry, damp and wet locations. Conductors suitable for dry locations only and conductors suitable for dry and damp locations only are not acceptable (except as specifically otherwise provided for plenum rated systems cables).
- 5.3 Provide all conductors of soft drawn copper (Cu, CU) wire of 98% conductivity. Aluminum (Al, AL) conductors are not acceptable, unless specifically indicated otherwise on the drawings.

SECTION 16300 - ELECTRICAL MATERIALS

- 5.4 For wiring installed in high temperature locations subject to temperature exceeding 60 degrees C (140 degrees F), utilize conductors with special heat resistant insulation based on and listed for exact temperature conditions and location classifications encountered (consult engineer for exact conductor type; include costs in bid to utilize any of types "FEPB" (glass braid type only), "MI", "PFA", "SA", "THWN-2", "Z", and "ZW"). Install wiring in high temperature locations in conduit raceways (surface raceways and cable wiring methods without conduit are not permitted, except type "MI" cable); provide respective conduit sizes in accordance with NEC raceway fill requirements. Transition to standard conductor types are permitted (in a suitable junction box) beyond the minimum distance as per NEC Article 310.15(A)(2), Exception, measured from the first point where normal ambient temperature occurs.
- 5.5 Where permitted elsewhere in this specification, provide metal clad cable (type "MC") having interlocked steel or aluminum cladding and having conductors as specified above, including an insulated grounding conductor. Provide conductors #10 AWG and smaller as solid and conductors #6 A.W.G and larger as stranded. Conductors #8 AWG may be solid or stranded. Provide type "MC" cable listed and NEC approved to provide an acceptable grounding path. Provide fittings for type "MC" cable of suitable pressure pad/clamp type, high grade steel, having rust resistant finish, providing ample wiring space, having smooth round edges, and having full threaded hubs. Fittings utilizing set screws are not acceptable. "Snap-in" fittings of any kind (including, but not limited to, fittings designed to fasten in knockouts or hold cable with spring tension, fittings without treaded hubs, and fittings designed to be installed without the use of tools) are not acceptable. Provide type "MC" cable as listed and install in complete accordance with NEC Article 330. Where permitted by the NEC (including Article 604), listed manufactured wiring systems consisting of cables identified as type "MC" may be utilized wherever specifications allow the use of type "MC" cables. Where permitted by the NEC (including Articles 725 and 770), listed type "MC" cables containing Class 2 and Class 3 cable and/or optical fiber members in addition to power conductors may be utilized wherever specifications allow the use of type "MC" cables.
- 5.6 Where permitted elsewhere in this specification, provide armored cable (type "AC") having interlocked steel or aluminum armor and having conductors as specified above along with a code sized copper or aluminum (compatible with armor material) armor bonding wire. Provide conductors #10 AWG and smaller as solid and conductors #6 A.W.G and larger as stranded. Conductors #8 AWG may be solid or stranded. Provide type "AC" cable listed and NEC approved to provide an acceptable grounding path. Provide fittings for type "AC" cable of suitable pressure pad/clamp type, high grade steel, having rust resistant finish, providing ample wiring space, having smooth round edges, and having full threaded hubs. Fittings utilizing set screws are not acceptable. "Snap-in" fittings of any kind (including, but not limited to, fittings designed to fasten in knockouts or hold cable with spring tension, fittings without treaded hubs, and fittings designed to be installed without the use of tools) are not acceptable. Provide type "AC" cable as listed and install in complete accordance with NEC Article 320. Where permitted by the NEC (including Article 604), listed manufactured wiring systems consisting of cables identified as type "AC" may be utilized wherever specifications allow the use of type "AC" cables.

SECTION 16300 - ELECTRICAL MATERIALS

- 5.7 Where direct buried cables/conductors are specifically indicated on the drawings, provide conductors as 600 V, having flame retardant, heat resistant, moisture resistant, and sunlight resistant insulation and identified and listed as types "RHH/RHW-2/USE-2". Where messenger supported aerial multiplex cables are specifically indicated on the drawings, provide conductors as 600 V (with flame retardant, heat resistant, moisture resistant, and sunlight resistant insulation of a type in accordance with the NEC) with bare messenger to support the cable (hard drawn for copper conductors or ASCR for aluminum conductors).

6. SPLICES, TAPS, AND CONNECTIONS

- 6.1 Make all splices, taps, and connections at locations indoor and above ground only. Splices, taps, and connections are not permitted below grade (including below any floor level where the floor is in direct contact with earth, i.e. basement slabs, slabs on grade, etc.), or where subject to being submerged (except as specifically provided as follows). Route raceways and wiring accordingly and include all costs in bid. Where physically impossible to install wiring to make splices/taps above grade, splices/taps below grade shall be considered where specifically requested in writing in advance (prior to installing conductors) by the contractor and where approved in writing by the engineer. Specifically and individually identify each and every case involved for below grade splices/taps in the request(s) and submit shop drawings for splices/taps (as indicated below). Where below grade splices/taps are installed by the contractor (without prior written approval) the contractor shall remove the raceways, wiring, splices, and taps and install new raceways and wiring in such a manner to completely avoid below grade splices/taps at no cost to the owner.
- 6.2 Perform all splices/taps in suitable code sized outlet and junction boxes only, not in raceways, conduit bodies, or equipment cabinets. Clean each strand of conductors carefully before connecting.
- 6.3 Where aluminum wiring is permitted elsewhere in this specification or where connecting to existing aluminum wiring, utilize only suitable crimp-on compression connectors/lugs. Bolted pressure type connectors/lugs are not acceptable under any circumstance. Where aluminum wiring terminates in factory installed bolted pressure lugs at equipment, utilize suitable crimp-on compression adapters (Ilsco #CPM, #ACM, and #ACO types or approved equal).
- 6.4 Insulation piercing type splices, taps, and connections of any kind are not permitted under any circumstance (including where applied after removing insulation).
- 6.5 Provide connections at equipment, apparatus, and devices for a complete installation and as follows. Coordinate all requirements with equipment to connect.
- A. Where equipment includes factory "pig tails" for connections, make connections as specified above for splices and taps.
 - B. For stranded wiring #10 AWG and smaller, utilize suitable crimp-on "stacon" type terminals. Where equipment terminals include pressure pads, wiring may terminate directly at equipment without crimp-on terminals. Connecting stranded wiring directly at wire binding screw terminals (i.e. wrapped around screw) is not permitted under any circumstance.

SECTION 16300 - ELECTRICAL MATERIALS

- C. For solid wiring #8 AWG and smaller, provide wiring connecting directly at terminals.
 - D. For wiring #6 AWG and larger and #8 AWG stranded wiring, utilize suitable crimp-on compression lugs. Where equipment is provided with factory-installed lugs, wiring may connect directly at factory lugs.
- 6.6 Where equipment (including equipment furnished by other contractors or the owner) is provided with factory installed lugs and the factory-installed lugs do not facilitate the specified wiring sizes, provide complete connections as summarized for the following options. Options "A" and "B" apply where the specified conductors are either larger than the maximum conductor for the lug or smaller than the minimum conductor for the lug. Option "C" applies where the specified conductors are larger than the maximum conductor for the lug.
- A. Remove factory lugs and provide new suitable field-installed lugs. This option is not permitted where removal and replacement of lugs would violate equipment listing or where factory lugs are not removable.
 - B. Utilize suitable crimp-on compression reducing adapters to splice between specified conductors and conductors compatible with factory lugs. Perform this splice within the equipment enclosure containing the factory lugs (where there is sufficient NEC required space for splices) or in a code sized junction box outside of the equipment enclosure (where sufficient space is not available). Install splices as indicated above for splices and taps. Provide conductors between the reducing adapters and the factory lugs insulated, as short as practical, and sized as per the NEC and the factory lugs. Utilize Burndy types #YSV, #YRV-L, #Y-R (Cu), and #YRB (Cu/Al) reducing adapters (or approved equal). Coordinate exact types and sizes with actual conductors involved.
 - C. Utilize suitable crimp-on compression pin type adapters on the end of conductors connecting in the factory-installed lugs. Utilize Burndy types #YE-P, #YE-P-FX (Cu), #AYP, and #AYPO (Al) pin adapters (or approved equal). Coordinate exact types and sizes with actual conductors and factory lug size involved.
- 6.7 Provide splices and taps at indoor locations and outdoor locations above ground (excluding exposed outdoor splices/taps) as follows.
- A. For stranded wiring #10 AWG and smaller and solid wiring #8 AWG and smaller, make splices/taps by twisting conductors together and utilizing suitable pressure type "wire nut" connectors. Tightly over-wrap with vinyl insulating tape. Utilize listed wire nuts with internal coiled square metal binding spring ("all plastic" and porcelain wire nuts are not acceptable under any circumstance). For splices/taps in wet locations, utilize only "self-sealing" wire nuts with integral water repellent non-hardening sealant (Ideal #60 "DB Plus" or approved equal).

SECTION 16300 - ELECTRICAL MATERIALS

- B. For wiring #6 AWG and larger and for #8 AWG stranded wiring, make splices/taps utilizing suitable crimp-on compression connectors. Bolted type connectors are not permitted, except where available crimp-on compression connector configurations do not correspond to combinations and arrangement of conductors to be connected. Wrap with rubber insulating tape or vinyl mastic of type, thickness, and insulation level equaling or exceeding the original insulation then tightly over wrap the entire assembly with vinyl insulating tape covering all rubber tape/mastic without gaps or voids.
- 6.8 Provide all splices and taps underground, below grade, and subject to being submerged (where specifically approved in writing by the engineer) as follows. Provide splices/taps of direct buried and open aerial wiring (where specified elsewhere) as follows. Submit shop drawings for all proposed splice/tap products and methods. Where any splice/tap is installed in any underground, below grade, submerged, or exposed wet or outdoor location for which shop drawings are not previously submitted, the contractor shall disconnect and remove the installed splices/taps and provide new acceptable splices/taps (as directed by the engineer) at no cost to the owner.
- A. Utilize manufactured or pre-engineered splices/taps specifically designed and listed for the application, including being suitable for installation underground, direct buried, submerged, and in wet locations. Provide outdoor exposed splices/taps also as sunlight resistant. Pre-molded, heat-shrink, and cold-shrink manufactured kits and engineer approved pre-engineered hand-wrapped tape kits shall be considered.
- B. For underground splices/taps of stranded wiring #10 AWG and smaller and solid wiring #8 AWG and smaller only, splices/taps may be made as follows. Permanently electrically connect conductors by either of the following options:
- 1) Twist conductors together then solder conductors. Utilize suitable pressure type wire nut connectors with integral water repellent non-hardening sealant (Ideal #60 "DB Plus" or approved equal) to mechanically bind the soldered splice/tap and tightly over wrap with vinyl insulating tape.
 - 2) Splice/tap conductors with suitable insulated crimp-on connectors and tightly over wrap with vinyl insulating tape.
- Once electrically connected, embed splices/taps in sealant compound. Utilize only engineer approved hardening flexible sealant (i.e. "bondo" traffic detector loop style sealant; contact the engineer for information and submit shop drawings for approval). Place sealant (uncured liquid) in a suitable container, immerse splices/taps in sealant in the container, and rigidly support splices, taps, and conductors in place until sealant has set.
- C. Self-sealing wire nuts (used alone and/or when over wrapped with vinyl insulating tape) are not an acceptable substitute for splices/taps as specified in items "A" and "B" above.
- 6.9 Splices, taps, and connections (and associated materials) as manufactured by Burndy, Elastimold, G&W, Homac, Ideal, Ilsco, Mac Products, O-Z/Gedney, Plymouth, Raychem, Skotch/3M, and Thomas and Betts/Blackburn (or approved equal) shall be considered.

SECTION 16300 - ELECTRICAL MATERIALS

7. GROUNDING MATERIALS

- 7.1 Provide all material used for grounding of non-ferrous copper. Aluminum is not acceptable, unless specifically indicated on the drawings.
- 7.2 Provide all driven (made) grounding rod electrodes of copper or copper clad steel, minimum 19 mm (3/4") diameter by 3.0 m (10'0") long.
- 7.3 Provide all grounding conductors in accordance with the section of this specification "Conductors and Cable (600 V)", except as follows. Grounding conductors may be insulated or bare, except as follows. Wherever grounding conductors #6 AWG and smaller are insulated, provide insulation colored green. Provide "isolated" grounding conductors as insulated only (green with yellow tracer). Provide grounding conductors run in raceway/cable with wiring as insulated only (bare conductors are not permitted for grounding conductors run with wiring, except cable wiring methods permitted elsewhere in the specifications where insulated grounding conductors are not available).
- 7.4 Provide all grounding connections as per the section of this specification "Splices and Taps", except as modified below. Grounding connections do not require insulation.
- 7.5 For wiring #4 AWG and larger, provide all grounding connections utilizing exothermic weld process (Erico/Cadweld, Thermoweld, Thomas & Betts, or approved equal). Crimp-on compression type connectors may be used only where available exothermic weld process connection configurations do not correspond to combinations and arrangement of conductors to be connected. Bolted type connectors are not permitted, except where available exothermic weld process and crimp-on compression connector configurations do not correspond to combinations and arrangement of conductors to be connected. Where equipment is provided with factory installed lugs, #4 AWG and larger wiring may terminate directly at factory lugs.
- 7.6 Utilize only exothermic weld process connections for all concealed grounding connections (compression, mechanical, and other grounding connections are not permitted concealed). Where available exothermic weld process connection configurations do not correspond to combinations and arrangement of conductors to be connected in concealed locations, utilize combinations and arrangement of conductors necessary to facilitate exothermic weld process connections and extend from the concealed connection location to an accessible location where crimp-on compression or bolted type connections may be utilized (as permitted above).
- 7.7 Accessible connections of wiring #6 AWG and smaller to piping and similar materials/equipment may utilize multiple-bolt type ground clamps. Accessible connections of wiring #6 AWG and smaller to driven (made) grounding rod electrodes may utilize one-piece, single bolt "acorn" type ground clamps.
- 7.8 Provide conduit grounding bushings of galvanized malleable iron with integral screw pressure connector or provisions to accept factory or field installed lug where required.

8. IDENTIFICATION, NAMEPLATES, AND TAGS

SECTION 16300 - ELECTRICAL MATERIALS

- 8.1 Provide all new electrical equipment with engraved three (3) layer laminated plastic nameplates describing the equipment, load/device served, ratings, circuit(s) feeding the equipment, etc. as indicated below. Provide engraved plastic nameplates for existing electrical equipment where modified or connected to as part of this project or where specifically indicated on the drawings. Provide these engraved plastic nameplates in addition to any code required or manufacturers' standard nameplates.
- 8.2 Provide engraved plastic nameplates for all electrical equipment, including, but not limited to, safety switches, enclosed circuit breakers, branch panels, distribution panels (including branch circuit breakers and circuit breaker spaces), transformers, any equipment containing fuses, power outlets, thermal overload switches, contactors, time clocks, photocells, meter sockets, modular meter centers, fire alarm equipment and devices, lighting controllers, dimming cabinets, capacitors, snow melting equipment, generators, motor control centers, motor controls (starters, variable frequency drive [VFD] units, etc.) where furnished by the electrical contractor, high voltage equipment, etc. (where applicable). Provide engraved plastic nameplates for all receptacles and switches where dedicated to serving specific equipment. Provide engraved plastic nameplates for convenience receptacles (only where indicated on the drawings).
- 8.3 Secure engraved plastic nameplates with suitable screws or rivets, self-adhesive nameplates are not acceptable. Provide engraved plastic nameplates with white letters on black background, unless indicated otherwise. Provide engraved plastic nameplates with 6.5 mm (1/4") minimum lettering, unless indicated otherwise. Provide engraved plastic nameplates on the front and/or cover of the equipment plainly visible when the cover (where applicable) is closed, unless indicated otherwise.
- 8.4 Submit shop drawings showing proposed sizes (overall and lettering sizes) and exact proposed wording (including exact arrangement of wording) of all engraved plastic nameplates for review and approval.
- 8.5 Provide all engraved plastic nameplates in accordance with the following example. Equipment names are the alphanumeric designation for equipment indicated on the drawings (i.e. "MDP", "PP1", "EF-1", etc.). Equipment descriptions identify the equipment in "plain English" (see example). Indicate the operating voltage of the equipment, including phase and wires (see example). Where equipment includes overcurrent devices (i.e. main breaker panels, fused switches, enclosed circuit breakers, etc.) show the appropriate amperes on the engraved plastic nameplate. Where equipment does not include overcurrent devices (i.e. main lug panels, unfused switches, contactors, transformers, etc.) show the amperes of the overcurrent device protecting the circuit serving the equipment. Remarks include information as described below.

EXAMPLE ENGRAVED PLASTIC NAMEPLATE WORDING

Equipment Name (use 10 mm (3/8") lettering):

PP1

Equipment Description:

POWER PANEL

Equipment Voltage, Phase, Amperes:

120/208V-3PH-4W, 100A

Remarks:

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SECTION 16300 - ELECTRICAL MATERIALS

- A. Branch Panel: Provide engraved plastic nameplate showing panel name and use (description) as indicated on the single line diagram and/or respective panel schedule. Remarks indicate the panel and circuit number or transformer feeding the panel.
- B. Distribution Panel: Provide "master" engraved plastic nameplate on the front cover showing information as indicated above for branch panels. For multiple section panels, locate master nameplate on the section containing the main breaker or incoming line main lugs. Remarks indicate the panel and circuit number or transformer feeding the panel (i.e. sub-distribution panel) or indicate "Service Disconnect" if a service entrance distribution panel. Provide additional nameplates for all branch circuit breakers and circuit breaker spaces (see below).
- C. Branch Circuit Breaker in Distribution Panel: Provide engraved plastic nameplate for each new circuit breaker within a distribution panel (including breakers in existing panels connected to as part of this project). Show the name and description of equipment/load fed. Voltage and phase are not required on these nameplates. Amperes are not required on these nameplates if the rating is clearly and visibly indicated on the circuit breaker. Where adjustable trip circuit breakers are used, show the proper ampere setting on this nameplate. Remarks indicate the approximate location of the equipment/panel served. Where the distribution panel includes a hinged overall cover door, provide these nameplates mounted inside the hinged door.
- D. Circuit Breaker Space in Distribution Panel: Provide engraved plastic nameplate for each circuit breaker space within a new distribution panel. Show the word "SPACE" and the maximum circuit breaker poles and frame size ampere rating. Equipment name, description, voltage, and remarks are not required on these nameplates. Where the distribution panel includes a hinged overall cover door, provide these nameplates mounted inside the hinged door.
- E. Safety Switch/Enclosed Circuit Breaker: Provide engraved plastic nameplate with the name and description of equipment/load fed. Remarks indicate the panel and circuit number or transformer feeding the switch/breaker. Ampere rating may be omitted if the proper rating is clearly indicated on the switch/breaker and is visible with the cover closed. Where fusible switches are used, show the fuse ampere rating. Where adjustable trip circuit breakers are used, show the proper ampere setting.
- F. Fusible Device: On the inside cover of each fused device, provide an engraved plastic sign indicating the proper fuse size (as indicated on the drawings or otherwise required). Provide nameplate reading, "USE ___A FUSE ONLY" (fill in the proper fuse rating).
- G. Transformer: Provide engraved plastic nameplate with the name and description of equipment/load fed. Show both the primary and secondary voltages and phase as well as the transformer kVA rating. Ampere ratings are not required. Remarks indicate the panel and circuit number feeding the transformer.

SECTION 16300 - ELECTRICAL MATERIALS

H. Metering: Wherever new metering equipment is installed (including meters, meter sockets, meter boards, digital panel metering units, etc.), provide engraved plastic nameplate showing panel name(s) served by the meter as indicated on the single line diagram and customer buying electricity (description) as verified with the owner. Remarks indicate the panel and circuit number or transformer feeding the panel (or indicate "Fed From Service" if a utility meter). Show service voltage and phase of the metered feeder (not necessarily the meter voltage). For transformer rated metering installations, show current transformer (CT) ratio in place of ampere rating (i.e. "400:5 CT"). For self-contained metering (without CT's), show ampere rating of the metered feeder.

- 8.6 Provide engraved plastic nameplates for power outlets, thermal overload switches, and for receptacles and switches where dedicated to serving specific equipment. Show the equipment served, the voltage and ampere rating, and the circuit feeding the equipment. Utilize 3.2 mm (1/8") high minimum lettering. Provide as per the following example:

Equipment Name and Description:	MO-1 MICROWAVE OVEN
Equipment Voltage and Amperes:	120V, 20A - PP1-12

- 8.7 Where specifically indicated on the drawings only, provide engraved plastic nameplates for convenience receptacles showing the voltage and ampere rating and the circuit feeding the receptacle. Utilize 3.2 mm (1/8") high minimum lettering. Provide as per the following example:

Equipment Voltage and Amperes:	120V, 20A
Equipment Circuit:	PP1-14

- 8.8 Provide engineer approved wrap-around adhesive or tube type wire tags or markers for all conductors, except conductors in feeders tagged as indicated below. Provide tags/markers indicating the panel or device where the wiring originates and the conductor circuit number (or other identifying number/letter/designation unique to the conductor). Tag/mark neutral and grounding conductors with the respective circuit number(s) of the corresponding phase conductor(s).

- 8.9 Provide engineer approved tags for all panel feeders (regardless of ampere rating) and other circuits (600 V and less) rated 100 A and larger, at both ends and at all intermediate junction and pull boxes. Provide tags indicating the circuit designation or equipment served, panel name and circuit number (or other source of feeder), and stating the voltage, phase, and amperes of the circuit. Provide tag wording and layout similar to engraved plastic nameplates as indicated above.

- 8.10 Where any conductor size differs from the conductor size normally expected for the respective overcurrent device (for any reason, whether specified or not, including voltage drop, NEC "tap rule" application, ampacity de-rating, etc.), provide engineer approved tags at the point where the wiring terminates at the overcurrent device reading, "WIRING IS ADJUSTED FOR VOLTAGE DROP/TAP RULE/DE-RATING, USE MAXIMUM ___ A FUSE/CB" (indicate the proper reason for the adjustment and fill in the proper overcurrent device ampere rating). For feeders, this information may be included on the tags specified above.

SECTION 16300 - ELECTRICAL MATERIALS

- 8.11 Provide engineer approved plastic tags for all primary feeders (over 600 V) identifying the feeder number/designation and service voltage. Provide feeder numbers and exact tag configuration and information as designated by the owner and/or engineer during construction. Apply tags after applying cable fire protection tape, where applicable.
- 8.12 Provide all new and existing branch panels (where connected to or modified as part of this project) with accurate and descriptive typewritten circuit directories. For existing panels, provide directories including all modifications as part of this project as well as all previous "penciled in" changes and information. Actual tracing and identifying of existing circuits is not required, unless specifically indicated on the drawings. Submit photocopies of circuit directories as part of as-built record documents.
- 8.13 Provide all new electrical equipment with all caution, danger, and warning signs or indications required by any applicable regulation, code, standard, or manufacturer's recommendation (provide as listed where applicable and refer to specifications section "Regulations and Codes" of specifications division 16100, General Electrical). This includes, but is not limited to NEC Articles 100, 110, 200, 230, 250, 450, 490, 504, 513, 516, 550-552, 585, 620, 647, 665, 669, 690, 692, 700, 705, etc., as applicable.
- 8.14 Identify conductors in complete accordance with the NEC and as indicated below (including identifying "high-leg", grounding, and grounded (i.e. neutral) conductors, where applicable). For conductors #6 and smaller, identify by natural insulation color. For conductors #4 and larger (and for cable wiring methods where applicable colors are not readily available from cable manufacturers), identify by natural insulation color or by a 155 mm (6") long (minimum) band of colored vinyl electrical tape on conductors at all terminations and in all boxes and enclosures. Where "tracers" are required, identify by natural insulation color including narrow stripes of the tracer color. Where conductors including tracer stripes are not readily available, provide a 25 mm (1") band of tape (apply over and in the center of the 55 mm (6") band of tape, where applicable) of the tracer color at all terminations and in all boxes and enclosures.
- 8.15 Identify phases of all conductors where more than one phase conductor is present (in raceways, cables, boxes, enclosures, etc.) with methods as indicated above. Utilize standard color-coding throughout the project as follows:
- | | |
|----------------------|--|
| 120/208/240 V SYSTEM | |
| A-phase | Black |
| B-phase | Red (utilize orange if 120/240V-3PH-4W midpoint grounded delta (i.e. "high-leg") system) |
| C-phase | Blue |
| Neutral | White |
| Ground | Green |
| 277/480 V SYSTEM | |
| A-phase | Brown |
| B-phase | Orange (utilize purple where orange is used for 120/240V-3PH-4W delta system above) |
| C-phase | Yellow |
| Neutral | White with brown tracer(s) |
| Ground | Green |

Isolated ground conductors (any system): Green with yellow tracer(s)

SECTION 16300 - ELECTRICAL MATERIALS

OVER 600 V SYSTEMS

Utilize multiple 51 mm (2") wide bands of colored tape to identify phases. Utilize yellow for 5 kV nominal, red for 15 kV nominal, and orange for 25/35 kV nominal.

A-phase	Single band
B-phase	Two (2) bands
C-phase	Three (3) bands

- 8.16 The electrical contractor shall provide new OSHA approved "DANGER - HIGH VOLTAGE" signs on all doors which directly enter any room containing exposed live parts or containing new or existing equipment operating at over 600 V (where connected to or modified as part of this project). Provide new signs even if existing signs are present (except that new signs are not required where existing signs are OSHA approved type complying with *current* OSHA standards).

9. LOCKS AND KEYS

- 9.1 Provide all locks for lighting and power panels, fire alarm and signaling cabinets and all other electrical systems or locked apparatus with keys which are alike.

10. RECEPTACLES AND SWITCHES

- 10.1 Provide all receptacles and switches as industrial and specification grade, totally enclosed in non-flammable and heat resistant heavy-duty thermoset or thermoplastic case, with terminal screws on the side of the case. Pigtail conductor connections are not permitted (except for specialty devices where side terminal screws are not available options in the manufacturer's catalog), unless specifically indicated otherwise. Provide color as selected and approved by the owner and architect.
- 10.2 Provide receptacles as duplex, parallel blade, side wired, three (3) wire, grounding type, 20 A, 120 V, and listed as "tamper-resistant", unless specifically indicated otherwise on the drawings. Listed combination receptacle and separable snap-in wiring terminal assemblies (Hubbell "SNAPConnect" style, Pass & Seymour "PlugTail" style, or approved equal) may be used and may utilize pigtail connections on the wiring terminal assemblies.
- 10.3 Provide weatherproof receptacles listed as weather-resistant type and mounted in a weatherproof box with gasket and single spring-hinged weatherproof-while-in-use cover over both receptacle positions.
- 10.4 Provide receptacles at accessory buildings (at or below grade), bathrooms (including rooms containing bathtubs or showers), boat hoists, boathouses, crawl spaces, dishwashers, garages, janitor closets, kitchens, kitchenette counters, laundry areas, outdoors, rooftops, unfinished basements, wet locations, within 6'0" of any sink, and as indicated on the drawings or required by the NEC with integral ground fault circuit interrupter (GFCI) protection for personnel with trip characteristics as per the NEC and UL standards. Utilize only weather-resistant type receptacle mounted in a weatherproof outlet box with single spring-latched weatherproof-while-in-use cover for boat hoists and in all outdoor, rooftop, and wet locations. Feed-through protection of standard type receptacles from other GFCI receptacles is not acceptable (unless specifically indicated otherwise on the drawings).

SECTION 16300 - ELECTRICAL MATERIALS

Protection of standard type receptacles in readily accessible locations from GFCI circuit breakers is not acceptable (see below for inaccessible receptacles). For inaccessible receptacles (locations which are not readily accessible as per the NEC, for example where located behind equipment, appliances, or obstacles) the use of GFCI type receptacles is prohibited and protection of standard type receptacles from GFCI circuit breaker must be used (identify receptacles as protected as per the NEC). Provide compliant GFCI protection wherever required by the NEC whether indicated on the drawings or not.

- 10.5 Where indicated on the drawings, provide isolated ground type receptacles with the receptacle grounding terminal electrically isolated and insulated from the receptacle mounting yoke. Where indicated on the drawings, provide with integral transient voltage surge suppressor (TVSS, with integral light emitting diode (LED) indicating integrity of TVSS protection) with TVSS components rated 150 V, 210 J (at 10 x 1,000 μ s), and 13 kA (minimum) and complying with UL-1449. Provide all wiring serving isolated ground receptacles with separate equipment and isolated grounding conductors as per specifications section "Grounding" of specifications division 16200, General Electrical. Where isolated ground type receptacles are shown in nonmetallic raceways or nonmetallic boxes, either ground the metal receptacle yoke (in addition to grounding the receptacle ground terminal) with the equipment (raceway) grounding conductor (utilizing methods approved by the NEC) or substitute a standard (i.e. non-isolated-ground) type receptacle (but with TVSS where specified) so the receptacle yoke is grounded by the isolated ground conductor, at the contractor's option.
- 10.6 Provide wall switches as single pole, three-way, or four-way as applicable, heavy duty flux tumbler type, UL "T" rated, specification grade, and rated 20 A, 277 V and 120 V.
- 10.7 Provide horsepower rated single-pole thermal overload switches (manual motor starters, O/L switches, etc.) with thermal overload heater element coordinated with equipment served. Where overload protection is not required (where the switch acts only as disconnecting means) provide overload heater element rated in excess of the branch circuit breaker amperes.
- 10.8 For all switches where locking provisions are required by Code or indicated on the drawings and for all thermal overload switches, provide a suitable handle locking guard capable of visibly padlocking in the open or closed position (with switch handle position visible when locked).
- 10.9 Provide dimmer switches of thin profile slide type ("off" when slider is in the lowest position), Lutron #NT series (or approved equal by Hubbell or Leviton), unless indicated otherwise. Dimmer switches of the rotary type, with raised profile (with raised cooling fins), and/or with on/off toggle separate from slider are not acceptable. Provide with full wattage rating as indicated on the drawings, do not "de-rate" by removing cooling fins or heat sink sections (unless specifically indicated on the drawings). Where multiple dimmer switches or dimmer switch(es) along with standard type switches (single pole, three-way, and four-way) are shown grouped together on the drawings, gang switches together with a single overall cover plate (conform with NEC Article 404.8(B) "Voltage Between Adjacent Switches", where applicable). Utilize special cover plates based on the combination of switches involved. Where ganged with dimmer switches, utilize single pole, three-way, and four-way switches of the slide type with appearance and manufacturer matching dimmer switches.

SECTION 16300 - ELECTRICAL MATERIALS

- 10.10 For all receptacles at any location in hospitals and in patient care and/or treatment areas in other occupancies (doctors/nurses offices, athletic training, first aid rooms, etc.) provide receptacles as hospital grade (in addition to requirements above) and provide wiring feeding the receptacles complying with NEC Article 517.13

11. SAFETY SWITCHES

- 11.1 Provide all safety switches (disconnect switches) of the quick-make and quick-break type, with contacts not marked or shielded, designed to function if the operating spring fails or is removed, with mechanical interlock so operation is impossible when the cover is open (provide means to manually bypass/defeat the interlock), with provisions for padlocking in both the open and closed positions, and of the heavy duty type. Provide switches with voltage ratings equaling or exceeding the operating voltage. Provide indoor switches with NEMA-1 enclosures. Provide outdoor switches with NEMA-3R enclosures. Where NEMA-4X enclosures are specifically indicated on the drawings only, provide of the stainless steel type only.
- 11.2 Provide fuse clips in fusible switches to facilitate fuses as per the section of this specification "Fuses". Provide suitable "rejection" type clips to prevent replacing fuses with short circuit ratings lower than specified.
- 11.3 Provide safety switches with ground busses. Where neutral conductor is present, provide safety switches with separate neutral busses (with provisions for bonding, bond where required by the NEC).
- 11.4 For all safety switches on the load side of variable frequency drive (VFD) units, provide safety switches with integral "electrical interlock" auxiliary contacts (one (1) N.O. and one (1) N.C., minimum) which "break" before safety switch opens. Provide two (2) #14 AWG interlock conductors run (in raceway with line side power conductors) from auxiliary contact to VFD unit. The VFD supplying contractor shall connect interlock wiring at VFD unit to shut down VFD unit if safety switch is opened to prevent operating VFD without load connected.
- 11.5 For safety switches serving elevators, provide safety switches with integral "electrical interlock" auxiliary contacts (one (1) N.O. and one (1) N.C., minimum) which "break" before switch opens. Provide two (2) #14 AWG interlock conductors run (in raceway with load side power conductors) from auxiliary contact to elevator controller. Elevator contractor shall connect interlock wiring at elevator controls.
- 11.6 Equipment as manufactured by ABB/GE, Eaton, Schneider, and Siemens (or equivalent) shall be considered.

12. FUSES

- 12.1 Provide an NEC cartridge fuse for each fuse-gap in the work. Furnish three (3) spare fuses of the rating installed to the owner for each fused device. Specifications are based on equipment as manufactured by Cooper/Bussman. Equipment as manufactured by Ferraz Shawmut and Littlefuse (or approved equal) shall be considered.

SECTION 16300 - ELECTRICAL MATERIALS

- 12.2 Provide fuses of the dual element time delay, current limiting, and non-renewable type with voltage rating not less than the operating voltage and coordinated with the respective fuse clips and with short circuit rating of 200,000 A. Provide fuses as class "RK1" (600 A and less, Cooper/Bussman #LPN/S-RK series) or class "L" (over 600 A, Cooper/Bussman #KRP-C series). Class "CC" fast acting (Cooper/Bussman #LP-CC series) or time delay (Cooper/Bussman #KTK-R series) fuses, as recommended by manufacturer, are permitted for control applications.

13. CIRCUIT BREAKERS

- 13.1 This section applies to all circuit breakers installed within or in conjunction with branch and distribution panels, enclosed circuit breakers, contactors, starters, and any other electrical equipment, unless indicated otherwise.
- 13.2 Provide all circuit breakers of the molded case type unless specifically indicated otherwise. Provide readily removable from the front of panels and equipment without disturbing adjacent units, having quick-make and quick-break toggle mechanisms and non-fusible contacts, having inverse time and short circuit characteristics, which trip free on overload or short circuit so that they cannot be held closed on overload, clearly indicating whether they are in the open, tripped, or closed position. Provide automatic release obtained through the medium of a bimetallic thermal type element (ambient compensated) engaged in the releasing latch of the breaker or mechanism.
- 13.3 Provide circuit breakers in branch and distribution panels with short circuit ratings as indicated in the respective equipment specifications. Provide circuit breakers as part of enclosed circuit breakers, contactors, starters, and any other electrical equipment with short circuit ratings not less than the short circuit rating of the first overcurrent device on the line side of the breaker, unless indicated otherwise on the drawings.
- 13.4 Provide field-installed handle locking devices for all circuit breakers not requiring switch control, for all circuit breakers feeding emergency lighting equipment (including battery equipment) and fire alarm controls, and for all circuit breakers fed from an emergency generator system (where applicable).
- 13.5 Provide 15 A and 20 A circuit breakers "SWD" and "HID" rated. Provide branch panel (250 V and less) circuit breakers rated 70 A and less as "HACR" rated. Provide enclosed circuit breakers and circuit breakers in distribution panels rated 250 A and less as "HACR" rated.
- 13.6 For all 120 V, 20 A and 120 V, 15 A circuits (including multi-wire branch circuits feeding 120 V loads) serving any new or existing outlets (receptacle outlets, lighting outlets, fan outlets, equipment outlets, utilization outlets, etc.) in any dwelling unit family room, dining room, living room, parlor, library, den, bedroom, sunroom, recreation room, closet, hallway, or similar room or area, provide branch circuit breakers of the arc fault circuit interrupter (AFCI) type. This does not apply to circuits rated 208 V and greater or circuits rated 30 A and greater. For the purposes of this section, bedrooms include all bedrooms, hotel/motel guest rooms, dormitory rooms, and any other room capable of being converted to or used as a bedroom or for sleeping. Provide as NEC approved and listed for the purpose. Provide whether indicated on the drawings (including panel schedules) or not, include all costs in bid.

SECTION 16300 - ELECTRICAL MATERIALS

- 13.7 Provide all circuit breakers over 250 A of a type with interchangeable trip units. Provide all circuit breakers rated 1,000 A or larger and operating at over 250 V with integral ground fault protection for equipment. Unless alternative means for arc energy reduction are specifically indicated otherwise on the drawings or specifications, provide all circuit breakers rated 1,200 A or larger with an individual energy-reducing maintenance switch with local status indicator.
- 13.8 Short Circuit, Coordination, and Arc Flash Report: Where circuit breakers include or facilitate adjustable settings, adjust and set as follows (short circuit, coordination, and arc flash report is NOT required if all new circuit breakers are fixed with no adjustable settings). Set adjustable continuous current settings (where applicable) to ratings shown on drawings. For adjustable instantaneous, short time, and ground fault settings (where applicable), the electrical contractor is responsible for (include all costs) a short circuit, coordination, and arc flash study performed by the respective circuit breaker manufacturer. Set breakers and label all associated electrical equipment as per this study. Provide study in accordance with applicable ANSI and IEEE standards. Gather all information required by the manufacturer to perform this study. Submit a written report of the study to the engineer for review prior to releasing equipment for manufacture. The coordination study may be limited to a minimum of coordinating each adjustable setting circuit breaker with the nearest line side overcurrent device directly feeding the breaker and all nearest load side overcurrent device(s) fed directly by the breaker. The short circuit study and arc flash study is required for all electrical equipment containing new circuit breakers which include or facilitate adjustable settings, for all equipment fed from ("downstream of") new circuit breakers which include or facilitate adjustable settings, for all equipment which feeds ("upstream of") new circuit breakers which include or facilitate adjustable settings back to all utility and/or generator source(s) (except that other unrelated equipment which branches off of "upstream" equipment is not required to be included in the study, unless specifically indicated otherwise), and as otherwise required to complete the coordination study and confirm proper settings. Setting adjustable circuit breaker settings to the minimum or factory "default" settings (i.e. as shipped from the factory) is not acceptable. Where the short circuit, coordination, and arc flash report is not submitted by the contractor or where devices are not set accordingly (for example, including where devices are set to the minimum or factory default settings) the electrical contractor may be held liable for nuisance tripping which may occur.

14. ENCLOSED CIRCUIT BREAKERS

- 14.1 Provide each enclosed circuit breakers consisting of a molded case circuit breaker, with a trip rating as indicated on the drawings, with provisions for padlocking in both the open and closed positions, within a listed enclosure manufactured for the purpose of housing a circuit breaker. Provide indoor breakers with NEMA-1 enclosures. Provide outdoor breakers with NEMA-3R enclosures.
- 14.2 Provide circuit breakers (including short circuit ratings) as specified elsewhere in this specification. Provide circuit breakers of the bolt-on type.
- 14.3 Provide enclosed circuit breakers with ground busses. Where neutral conductor is present, provide safety switches with separate neutral busses. Provide neutral bus with provisions for bonding and bond where required by the NEC.

SECTION 16300 - ELECTRICAL MATERIALS

14.4 Equipment as manufactured by ABB/GE, Eaton, Schneider, and Siemens (or equivalent) shall be considered.

15. BRANCH PANELS

15.1 Provide branch panels (panel boards) of dead front completely enclosed safety type construction, listed (with all components bearing labels), of a type suitable for use as service entrance, and containing thermal-magnetic "bolt-on" type circuit breaker branches as per the respective schedules on the drawings.

15.2 Provide circuit breakers as specified elsewhere in this specification.

15.3 Provide cabinets consisting of code gauge galvanized sheet steel boxes of sufficient depth, width, and length to mount the panels as indicated on the drawings and to facilitate wiring, with suitable lugs for mounting panel interiors, and with wiring gutters at top, bottom, and sides of sufficient size to adequately accommodate the raceways, conductors, and cables entering and leaving (provide all gutters at least 100 mm (4")).

15.4 Provide panel faces with adjustable indicating type clamps and of door-in-door construction, with inner door opening over the circuit breaker section and outer door over wiring space (both secured with locks and pulls as per specifications section "Locks and Keys"), hung with heavy hinges, and with faces and doors not less than 2.7 mm (12 ga.) thick.

15.5 Provide metal frame circuit directory holders welded to the inside of the cabinet doors with transparent covers. Place typewritten directories in these holders.

15.6 Provide bus bars with ampacity as indicated on the drawings (or corresponding to main breaker, where applicable) and with all current carrying parts sized per UL 67 heat rise testing.

15.7 Provide panels with copper or aluminum bus bars.

15.8 Provide panels with separate ground and neutral busses. Provide neutral bus with provisions for bonding and bond where required by the NEC.

15.9 Provide panels with 10,000 A short circuit rating (A.I.C., I_{sc}), unless indicated otherwise on the drawings. Provide panels fully short circuit rated, series short circuit rating of panels are not acceptable (unless specifically indicated otherwise).

15.10 Equipment as manufactured by ABB/GE, Eaton, Schneider, and Siemens (or equivalent) shall be considered.

15.11 Where indicated on the drawings or required by code, provide with integral factory installed transient voltage surge suppression (TVSS). Provide for all emergency panels whether shown on not on drawings.

15.12 Where branch wiring fed from the panel utilizes cable wiring methods (i.e. types "AC" or "MC" cables, where permitted elsewhere by the specifications) avoid visible exposed cables in electrical closets and electrical rooms by either of the following options:

SECTION 16300 - ELECTRICAL MATERIALS

- A. Provide suitable sheet metal panel "skirt" enclosure(s) above and/or below the panel to completely enclose cable wiring methods so not more than a 300 mm (12") total length of each cable is visible. Provide skirt enclosures fabricated of galvanized sheet steel not less than 0.55 mm (26 ga.) thick.
- B. Provide a nearby junction box for branch wiring as indicated below.

15.13 Where panels are flush mounted, provide an adjacent junction box for branch wiring as indicated below.

16. JUNCTION BOXES FOR BRANCH PANELS

16.1 Provide suitable junction boxes (and/or wiring troughs) for branch wiring at branch panels as follows. The electrical contractor must provide junction boxes for all flush mounted panels. The electrical contractor may utilize junction boxes (as an option to metal panel skirts) to avoid exposed visible cables in electrical closets and electrical rooms. The electrical contractor may utilize junction boxes at other locations and applications if desired, but the boxes and raceways (wherever used) must comply with all of the following requirements.

16.2 Locate each junction box above an accessible drop ceiling (or an access panel if ceiling is inaccessible) directly above or as close as practical to the panel. Where junction box is installed to satisfy requirements to hide cable wiring methods, locate outside of the electrical closet/room or inside the closet/room at a perimeter wall so there are no visible cables in the closet/room (except that not more than 300 mm (12") total visible length of each cable is permitted leaving the junction box).

16.3 Provide junction boxes and raceways between boxes and panel as indicated below.

<u>Panel Size (Branch Cct. Poles)</u>	<u>Junction Box Min. Dimensions</u>	<u>Quantity and Size of Conduits</u>
43-Poles & Over (All Double panels)	48"W x 8"H x 8"D (1.2m x 205mm x 205mm) *	(8) 53 mm (2")
31-to 42-Poles	24"W x 8"H x 8"D (0.6m x 205mm x 205mm)	(4) 53 mm (2")
19-to 30-Poles	24"W x 6"H x 6"D (0.6m x 155mm x 155mm)	(3) 53 mm (2")
18-Poles and less	18"W x 6"H x 6"D (460mm x 155mm x 155mm)	(2) 53 mm (2")

* Two (2) 24"W x 8"H x 8"D (0.6 m x 205 mm x 205 mm) junction boxes may be substituted. Provide (2) 78 mm (3") conduit nipples between the junction boxes.

16.4 Adjust wiring sizes between each junction box and panel in accordance with NEC de-rating factors. Utilize #8 AWG wiring for branch circuits rated 25 A or 30 A. Utilize #6 AWG wiring for branch circuits rated over 30 A but less than 60 A. Coordinate routing of wiring between junction box and panel with the engineer during construction for all circuits rated over 30 A. Where wiring sizes change due to de-rating considerations, splice wiring in the junction box.

SECTION 16300 - ELECTRICAL MATERIALS

- 16.5 Do not pass the incoming panel feeder and any branch circuits rated 60 A and larger through junction boxes, run this wiring directly into panels. Do not terminate any branch wiring conductors (including grounding conductors associated with each branch circuit) in junction boxes. Terminate conductors only at circuit breakers, ground bus, and neutral bus in panels. Do not splice conductors in junction boxes, except straight-through splicing of two (2) conductors as provided above for de-rating.
- 16.6 Bond each junction box to the panel enclosure with a grounding conductor run in one of the raceways between the panel and junction box. Provide bonding conductor not smaller than the grounding conductor for the panel feeder.

17. DISTRIBUTION PANELS

- 17.1 Distribution panel (distribution panel boards and switchboards) specifications are based on Schneider "I-Line" type. Additional equipment including ABB/GE "AV-Line" type and "Spectra" series, Eaton "Pow-R-Line" type, Schneider #QED type, and Siemens "P-series" (or equivalent) shall be considered.
- 17.2 Provide distribution panels of dead front completely enclosed safety type construction, listed (with all components bearing labels), and of a type suitable for use as service entrance.
- 17.3 Provide thermal-magnetic branch circuit breakers featuring "bolt-on" type modular mounting, facilitating mounting of breakers regardless of breaker frame sizes or poles.
- 17.4 Provide circuit breakers as specified elsewhere in this specification.
- 17.5 Where new "spaces" or "provisions" for circuit breakers are indicated on the drawings or specifications, include all circuit breaker mounting brackets, hardware, bus bar straps, screws, and any other material, equipment, and accessories required to install circuit breakers in the future (install in panel spaces). Provide so the only necessary component not furnished as part of provisions is the circuit breaker(s) themselves.
- 17.6 The quantity of provisions (of each respective frame size) specifically indicated on the drawings is the minimum acceptable. If necessary, provide additional branch distribution sections to provide the specified minimum quantity. After satisfying specified minimums, provide additional provisions (of 100 AF, 225/250 AF, and/or 400 AF frame sizes; in any combinations at the manufacturer's/contractor's discretion) so all remaining available circuit branch breaker mounting space in the panel (for the full height of the panel enclosure) consists of provisions.
- 17.7 Provide all compartments (and all main and branch circuit breakers and other equipment therein) completely accessible from the front, unless otherwise indicated on the drawings (regardless if panels are shown against a wall or free-standing).
- 17.8 Provide enclosure consisting of code gauge steel box(es) of galvanized sheet steel of sufficient dimensions to mount panels and to facilitate wiring.
- 17.9 Provide bus bars with ampacity as shown on the drawings (or matching main breaker, where applicable) and with all current carrying parts sized per UL 67 heat rise testing.

SECTION 16300 - ELECTRICAL MATERIALS

- 17.10 Provide panels with copper or aluminum bus bars.
 - 17.11 Provide panels with separate ground and neutral busses. Provide neutral bus with provisions for bonding and bond where required by the NEC.
 - 17.12 Provide bus bars braced to withstand 100,000 A short circuit current. Provide panels with 100,000 A short circuit rating (A.I.C., I_{sc}), unless indicated otherwise on the drawings (rating on drawings does not apply to bus bracing, provide bracing as indicated above). Provide panels fully short circuit rated, series short circuit rating of panels is not acceptable.
 - 17.13 Identify each branch circuit breaker individually with an engraved plastic nameplate as indicated in the section of this specification "Identification, Nameplates and Tags".
 - 17.14 Where indicated on the drawings, provide panels with integral factory fitted electronic metering units with appropriate metering transformers. Provide metering units to meter current (in all three phases), voltages (phase-to-phase and phase-to-neutral/ground in all three phases), power (kW), apparent power (kVA), energy consumption (kWH), power factor, peak demand power (kW peak), and harmonic THD and K-factor, and featuring true RMS metering. Provide meter with communications capability via RS-485 port and via Ethernet (10/100 Base-T UTP) communications card. Provide a telephone/data outlet (see symbol list on drawings) at panel (whether shown on the drawings or not). Provide metering units as Schneider/Power Logic #PM820 (with #PM8ECC communications card, ABB/GE, Eaton, Siemens, or equivalent).
 - 17.15 Where indicated on the drawings or required by code, provide equipment ground fault protection for main and/or branch circuit breakers.
 - 17.16 Where indicated on the drawings or required by code, provide with integral factory installed transient voltage surge suppression (TVSS). Provide for all emergency panels whether shown on not on drawings.
 - 17.17 Where draw-out construction or draw-out circuit breakers are shown on the drawings or otherwise specifically noted, provide panels accordingly. Refer to the section of this specification "Unit Substation" for information.
18. DRY TYPE TRANSFORMERS
- 18.1 Provide dry type transformers (indicated "AA" on the drawings) with primary and secondary voltages, connections (i.e. single phase, three-phase wye, three-phase delta, etc.), and kVA rating as indicated on the drawings.
 - 18.2 Provide with 150 degrees C temperature rise above 40 degrees C ambient. Provide all insulating materials in accordance with NEMA St20-1972 standards for a 220 degree C listed component recognized insulation system and provide transformers listed for the specified temperature rise. The maximum temperature of the top of the enclosure may not exceed 50 degrees C rise above 40 degrees C ambient.

SECTION 16300 - ELECTRICAL MATERIALS

- 18.3 Provide with primary full capacity taps, a minimum of two (2) 2.5% taps above and two (2) 2.5% taps below rated voltage.
- 18.4 Provide coils of continuous wound construction impregnated with non-hydroscopic, thermosetting varnish. Provide copper or aluminum coil windings.
- 18.5 Provide core constructed of high grade, grain oriented, non-aging silicon steel laminations with high magnetic permeability, featuring low hysteresis losses and low eddy current losses, and constructed to maintain magnetic flux densities well below the saturation point. Provide core laminations clamped together with structural steel angles. Provide the core and coil fastened to the enclosure base utilizing an appropriate engineered permanent fastening and vibration isolating/absorbing system (i.e. including rubber mounts). Metal-to-metal contact of any kind between the core and coil and the enclosure is not acceptable. Isolating systems requiring the complete removal of all fastening devices are not acceptable. Provide core and all ferrous parts suitably protected to resist corrosion by painting or plating.
- 18.6 Provide core visibly grounded to the enclosure by means of a flexible grounding conductor sized in accordance with applicable NEMA, IEEE, and ANSI standards.
- 18.7 Provide transformers mounted in heavy gauge, sheet steel, ventilated enclosures designed for floor mounting or designed for both floor and wall mounting (wall mounting only is not acceptable, unless specifically indicated on the drawings). Provide ventilating openings to prevent access to live parts in accordance with UL, NEMA, and NEC standards (specifically including NEC Articles 110.27 and 450.8 [and 110.31(B)(1) if over 600 V]) for ventilated enclosures in locations accessible to unqualified persons (whether installed in such locations or not), including the use of an enclosure bottom plate (open bottom is not acceptable under any circumstance). Include custom/special enclosures or enclosure modifications to satisfy this requirement (where enclosures are installed which not meeting this requirement [without prior written approval], the contractor shall remove the enclosure and provide a new acceptable enclosure at no cost to the owner).
- 18.8 Provide the entire enclosure degreased, cleaned, phosphatized, primed, and finished with gray baked enamel.
- 18.9 Provide manufacturer guaranteed sound levels not exceeding 45 dB.
- 18.10 For transformer coils rated 600 V and less, provide basic impulse level (B.I.L.) rating as per applicable industry standards. For transformer coils rated over 600 V, provide 95 kV B.I.L. rating.
- 18.11 Provide all transformers rated 15 kVA and larger as energy efficient NEMA TP1 rated. Provide all transformers rated 480V-3PH-3W to 120/208V-3PH-4W and 500 kVA and less with UL K-13 rating, minimum, unless specifically indicated otherwise.
- 18.12 Where transformers are indicated as part of a unit substation, provide with suitable coordinated flanges for assembly to high voltage and low voltage compartments. Provide all hardware, bus, connectors, etc. for complete assembly.

SECTION 16300 - ELECTRICAL MATERIALS

- 18.13 Where transformers are indicated with forced-air cooling ("AA/FA" on the drawings) provide complete with integral cooling fans, automatic fan controls, and integral control power transformer for fans. Provide forced-air cooling for increased capacity 33.3% above the base (AA) transformer rating. Provide automatic fan controls including over temperature alarm with indicating light and horn and with contacts for external monitoring. Provide nameplate reflecting fan rating.
- 18.14 Where transformers are indicated with provisions for future forced air cooling ("AA/FFA" on the drawings) provide with core and coils rated based on future addition of fans, with integral provisions for mounting future cooling fans, with blank plate in enclosure as provisions for mounting future fan controls, and provisions for connecting future control power transformer. Provide all required heat sensing equipment installed in transformer coils. Future forced-air cooling shall provide increased capacity 33.3% above the base (AA) transformer rating once fans are installed. Provide nameplate reflecting future fan rating.
- 18.15 Equipment as manufactured by ABB/GE, Eaton, Schneider, Siemens, and Sola (or equivalent) shall be considered.

19. CONTACTORS AND OUTDOOR LIGHTING CONTROLS

- 19.1 **INTEGRATED OUTDOOR LIGHTING CONTROLLER:** Provide integrated outdoor lighting controller of the combination photocell and time clock type as shown below (unless other type(s) are specifically indicated on the drawings). Provide lighting contactors, time clocks, fusing, and remote photocells as indicated in respective sections elsewhere in this specification. Provide an engraved laminated plastic nameplate on the front cover (refer to the section of this specification "Identification, Nameplates, and Tags") describing the controller ("OUTDOOR LIGHTING CONTROLLER - 120V, 5A - CONTROLS FED FROM PP1 - CCT. 4 - SEE INSIDE FOR CONTROLLED CIRCUITS - PHOTOCELL ON ROOF AT NORTH SIDE OF BUILDING"). Describe the location of the remote photocell, where applicable. Provide engraved laminated plastic nameplates at each switch indicating the switch function and respective switch positions. Provide engraved laminated plastic nameplates at each pilot light indicating the light function. Switch/pilot light nameplates may utilize 1/8" letters. Provide a typewritten circuit directory affixed within the enclosure listing each respective contactor pole, panel, circuit number, and description of each controlled circuit. Equipment as manufactured by ABB/GE, ASCO/Schneider, Eaton, Schneider, and Siemens (or equivalent) shall be considered.
- A. Combination Photocell and Time Clock Lighting Controller: Provide combination photocell and time clock controlled integrated outdoor lighting controller including two (2) 20 A, 12-pole lighting contactors (one (1) for photocell and time clock lighting and one (1) for photocell only lighting), an integral one (1) channel digital time clock, two (2) hand-off-auto (HOA) selector switches (one (1) for each lighting contactor above), suitable terminal blocks for all field wiring (including 120 VAC incoming controller power wiring, connections to remote photocell, etc.), fused (rating as per manufacturer) control power circuit, and complete factory internal wiring. Provide all components above enclosed within an overall NEMA-1 enclosure with hinged cover and locking (keyed to match branch panel keys) hasp (provide HOA switches mounted on the front cover). Provide ASCO/Schneider #641AS outdoor lighting controller (or approved equal).

SECTION 16300 - ELECTRICAL MATERIALS

- B. Photocell Only Lighting Controller: Provide photocell controlled integrated outdoor lighting controller including one (1) 20 A, 12-pole lighting contactor, one (1) hand-off-auto (HOA) selector switch, suitable terminal blocks for all field wiring (including 120 VAC incoming controller power wiring, connections to remote photocell, etc.), fused (rating as per manufacturer) control power circuit, and complete factory internal wiring. Provide all components above enclosed within an overall NEMA-1 enclosure with hinged cover and locking (keyed to match branch panel keys) hasp (provide HOA switches mounted on the front cover). Provide ASCO/Schneider #641S outdoor lighting controller (or approved equal).
- C. Time Clock Lighting Controller: Provide time clock controlled integrated outdoor lighting controller including one (1) 20 A, 12-pole lighting contactor, an integral one (1) channel digital time clock, one (1) hand-off-auto (HOA) selector switch, suitable terminal blocks for all field wiring (including 120 VAC incoming controller power wiring, connections to remote photocell (where applicable), etc.), fused (rating as per manufacturer) control power circuit, and complete factory internal wiring. Provide all components above enclosed within an overall NEMA-1 enclosure with hinged cover and locking (keyed to match branch panel keys) hasp (provide HOA switches mounted on the front cover). Provide ASCO/Schneider #641A outdoor lighting controller (or approved equal). Where a photocell is indicated on the drawings, provide complete interconnections between controller and photocell. Where a photocell is not indicated on the drawings, provide a field jumper in place of photocell contact connection.
- D. Lighting Controller Emergency Contactor: Provide outdoor lighting controller including an electrically held emergency lighting contactor in a separate NEMA-1 enclosure to control emergency outdoor lighting. Maintain complete separation between normal and emergency source wiring as per code. Provide emergency lighting contactor consisting of a 20 A, 12-pole electrically held and electrically operated (mechanically held contactor of any type is not acceptable for emergency use) lighting contactor with all normally closed (N.C.) contacts so emergency lighting circuits energize upon loss of control voltage to this contactor. Interconnect emergency contactor with a normally closed auxiliary contact in the normal photocell controlled lighting contactor wired in series with an auxiliary contact in the generator automatic transfer switch (contact opens when generator is in the "emergency" position). Provide all interconnecting field wiring.
- 19.2 LIGHTING CONTACTORS: Provide lighting contactors with number of poles and ampere ratings as indicated on the drawings. Provide contactors mechanically held and electrically operated with integral solid-state control modules for two (2) wire control, unless indicated otherwise. Utilize electrically held and electrically operated contactors only where specifically indicated on the drawings (and provide with not less than one (1) N.C. and one (1) N.O. auxiliary contacts). Provide contactors with silver alloy double break contacts, with all contacts rated 600 V, and with coil clearing contacts. Provide 120 VAC coil voltage, unless indicated otherwise. Provide contactors mounted in NEMA-1 enclosures, unless indicated otherwise. Provide all contacts normally open, unless indicated otherwise.

SECTION 16300 - ELECTRICAL MATERIALS

- A. Provide an engraved laminated plastic nameplate on the front cover (refer to the section of this specification "Identification, Nameplates, and Tags") describing the contactor ("OUTDOOR LIGHTING CONTACTOR - 120V, 5A - CONTROLS FED FROM PP1 - CCT. 4 - SEE INSIDE FOR CONTROLLED LIGHTING CIRCUITS - *"). Describe the device(s) controlling the contactor and controlling device(s) location(s), where applicable. Provide a typewritten circuit directory affixed within the enclosure listing each respective contactor pole, panel, circuit number, and circuit description of each controlled circuit. Nameplate is not required for contactors integral to a lighting controller where the controller includes a similar nameplate.
- B. Provide contactors rated 20 A as ASCO/Schneider #918 series (or approved equal). Provide contactors rated 30 A and larger of the non-fusible combination type, with integral disconnect switch, Schneider Class #8903 type "S" (or approved equal). Equipment as manufactured by ABB/GE, ASCO/Schneider, Eaton, Schneider, and Siemens (or equivalent) shall be considered.
- 19.3 TIME CLOCKS: Provide one (1), two (2), or four (4) channel time clocks, as indicated on the drawings. Provide time clocks with one (1) single pole, double throw (SPDT) contact for each respective channel (to facilitate control of mechanically held, electrically operated contactors), with digital control (electromechanical type is not acceptable), of the seven (7) day type with 365 day single and block holiday scheduling, with astronomic feature, indicating "on" or "off" condition with an illuminated light emitting diode (LED) visible with the enclosure cover open, with integral manual override capability, with integral automatically recharging nickel cadmium (NiCd) battery providing minimum 72 hour reserve power. Provide coil and contact voltage rated 120 V, unless indicated otherwise. Provide time clock with NEMA-1 metal or NEMA-3 "Noryl" enclosure, unless indicated otherwise. Provide contacts rated 20 A where directly switching branch circuit load or rated 10 A (resistive) minimum where controlling contactor(s). Utilize Tork #DZS100BP (one channel), #DZS200BP (two channel), or #K400Z (four channel) time clocks (or approved equal). Provide an engraved laminated plastic nameplate on the front cover of each time clock (refer to the section of this specification "Identification, Nameplates, and Tags") describing the time clock ("OUTDOOR LIGHTING - 120V, 5A - CONTROLS FED FROM PP1 - CCT. 4 - SEE INSIDE FOR CONTROLLED LIGHTING CIRCUITS - *"). Describe the device(s) controlled by the time clock and controlled device(s) location(s), where applicable. Where time clock switches branch circuits directly, provide a typewritten circuit directory affixed within the enclosure listing each respective contact pole, panel, circuit number, and circuit description of each controlled circuit. Nameplate is not required for time clocks integral to a lighting controller where the controller includes a similar nameplate. Specifications are based on equipment as manufactured by Tork. Equipment as manufactured by Intermatic and Paragon (or approved equal) shall be considered.
- 19.4 PHOTOCELLS: Provide photocells of the utility-grade twist-lock type with integral time delay feature (nominal 3-5 s), with molded sealed infrared (IR) silicon electronic sensor and 360 J integral utility grade metal oxide varistor (M.O.V.) over-voltage surge protection, arranged to "fail-on", listed, and rated 120-305 V (suitable for 120 V, 208 V, 240 V, and 277 V operation), 1,000 W tungsten, 1,800 VA ballast, and 1,000 W LED, unless indicated otherwise. Provide a suitable twist-lock photocell receptacle and mount atop a suitable weatherproof box. Utilize Tork #5237M photocells and Tork #2223/4 photocell twist-lock receptacles (or approved equal). Provide an engraved laminated plastic nameplate at photocell twist-lock receptacles (refer to the section of this specification "Identification,

SECTION 16300 - ELECTRICAL MATERIALS

Nameplates, and Tags") describing the device(s) controlled by the photocell and the circuit feeding the photocell ("SEE LIGHTING CONTROLLER IN ELECTRICAL ROOM - 120V, 5A - PP1, CCT. 4"). Nameplate may utilize 3.2 mm (1/8") letters. Specifications are based on equipment as manufactured by Tork. Equipment as manufactured by Intermatic and Paragon (or approved equal) shall be considered.

20. PRIMARY CABLE AND TERMINATIONS

- 20.1 Provide primary cable, terminations, and splices as indicated on the drawings. Provide cable of a type approved by the utility company. Provide as 105 degrees C rated type "MV-105" cable (90 degrees C type "MV-90" may be considered where type "MV-105" is not included in manufacturer's standard catalogs for the cable style specified) utilizing ethylene propylene rubber (EPR) insulating material only, unless indicated otherwise on the drawings. Where specifically indicated on the drawings only, tree-retardant cross-linked polyethylene (XLP) insulating material is permitted; XLP insulated cable other than tree-retardant type is not acceptable under any circumstance.
- 20.2 Submit shop drawings of primary cable, terminations, and splices for review and approval. Where the contractor installs cables, terminations, or splices not meeting all requirements of the drawings and specifications (without prior written approval), the contractor shall remove the cables and install new cables of the specified type (including all splicing and terminations) at no cost to the owner.
- 20.3 Provide splices and terminations conforming with the section of this specifications "Splices, Taps, and Connections", except as modified below. Provide splices and taps insulated to a voltage level equaling or exceeding the cable voltage rating. Provide all splices and terminations utilizing crimp-on compression lugs and connectors. Bolted pressure type connections of any kind are not acceptable under any circumstance. Provide splices and terminations suitable for 105 degrees C (compatible with "MV-105" cable and facilitating use of NEC 105 degrees C ampacity determination).
- 20.4 Provide terminations where required including complete connections to equipment as per the cable manufacturer and the equipment manufacturer and in accordance with utility company standards. Provide termination types and manufacturers as directed and approved by the cable manufacturer and the utility company. Utilize only manufactured or pre-engineered terminations specifically designed and listed for the application. Provide outdoor exposed terminations as suitable for installation in wet locations and sunlight resistant. Pre-molded, heat-shrink, and cold-shrink manufactured kits and engineer approved pre-engineered hand-wrapped tape kits shall be considered. Verify all requirements prior to ordering materials.
- 20.5 Avoid splices as much as practical in primary cables. Splices are not permitted under any circumstance except where specifically indicated on the drawings or impossible to otherwise install cable. Where required, provide splice types and manufacturers as directed and approved by the cable manufacturer and the utility company. Utilize only manufactured or pre-engineered splices specifically designed and listed for the application, including being suitable for installation underground, direct buried, submerged, and in wet locations. Provide outdoor exposed splices also as sunlight resistant. Pre-molded, heat-shrink, and cold-shrink manufactured kits and engineer approved pre-engineered hand-wrapped tape kits shall be considered. Verify all requirements prior to ordering materials.

SECTION 16300 - ELECTRICAL MATERIALS

- 20.6 Provide primary cable fire protection where two (2) or more primary feeders are present in the same manhole, hand hole, box, or enclosure, where cables are installed in pull or junction boxes within buildings, and where specifically indicated on the drawings. Provide fire protection by wrapping all visible portions of cables with non-asbestos expanding elastomer fire and electric arc resistant tape and then over-wrap with glass cloth electrical tape (to bind in place). Install in complete accordance with tape manufacturer's instructions and recommendations. Individually wrap each feeder; wrapping two (2) or more different feeders together with common tape is not acceptable. Where the three (3) phase cables of a feeder are bundled together, wrapping common tape around bundled cables is permitted. Where cables of a feeder are separated and for all splices, individually wrap each cable/splice.

END OF SECTION

SECTION 16400 - LIGHTING SYSTEM

1. GENERAL PROVISIONS

- 1.1 The applicable requirements and conditions of specifications section "General Provisions" of specifications divisions 16100, General Electrical, and 16300, Electrical Materials, are hereby made an integral part of this section.
- 1.2 Provide lighting systems consisting of all components necessary for a complete installation. Refer to the lighting fixture/luminaire schedule on the drawings for additional information.
- 1.3 Luminaires including, but not limited to, those manufactured by the following shall be considered: Abolite, Cooper, Columbia, Contech, Elliptipar, Emergilite, GE Lighting, Hubbell, Insight, Kenall, Kim, Kirlin, Kurt Versen, Light Guard, Lightolier, Lithonia, LSI, Prescolite, Sim-Kar, Sterner, Stonco, Tivoli, Williams, Winona, and ZSLI (or approved equal).

2. DRIVERS, BALLASTS, AND WIRING

- 2.1 Completely coordinate exact lamp types (including configuration, dimensions, bases, pins, etc.), drivers, ballasts, starters, capacitors, sockets, luminaire construction and arrangement (as related to facilitating lamps and related equipment), and all applicable ancillary equipment and provide a complete and compatible installation.
- 2.2 Submit shop drawings of all drivers/ballasts proposed for use (multiple manufacturers and series are permitted, provided all drivers/ballasts conform to the specifications). Where luminaires are installed by the contractor which include drivers/ballasts that do not meet the specifications (without prior written approval) the contractor shall remove drivers/ballasts and provide new drivers/ballasts meeting the specified criteria at no cost to the owner.
- 2.3 Provide all drivers/ballasts of the high power factor solid-state electronic energy saving type, unless indicated otherwise on the drawings. Low power factor drivers/ballasts are not permitted unless specifically indicated on the drawings. Magnetic or any other type drivers/ballasts not identified/listed as energy saving type are not permitted under any circumstance. "Hybrid" or magnetic energy saving types are not permitted unless specifically indicated on the drawings.
- 2.4 Provide luminaires installed outdoors, in garages, or wherever "cold weather" drivers/ballasts are indicated on the drawings with -18 degrees C (0 degrees F) maximum rated cold weather solid state electronic energy saving drivers/ballasts, unless indicated otherwise. Provide cold weather ballasts for straight and "U-tube" fluorescent lamps meeting all other criteria specified for fluorescent ballasts serving these type lamps, except that cold weather ballasts may utilize instant starting of lamps; utilize Motorola #G1/2-RN-T8 series, Advance (Mark-V series), Magnetek (Triad series), or Valmont (Ultra-Miser series) (or approved equal).
- 2.5 Multiple-lamp luminaires may utilize quantity of drivers/ballasts at the contractor's discretion (i.e. one (1) multiple-lamp driver/ballast or several 1- or 2-lamp drivers/ballasts), unless indicated otherwise.

SECTION 16400 - LIGHTING SYSTEM

- 2.6 For lighting controlled by "dual switching", provide with two (2) separate drivers/ ballasts to facilitate switching. For "dual switched" three-lamp and four-lamp luminaires, provide internal wiring so the first switch controls inboard lamp(s) and the second switch controls outboard lamps. For "dual switched" two-lamp luminaires, provide internal wiring so the first switch controls the "left side" lamp and the second switch controls the "right side" lamp. For one-lamp luminaires, multiple lamp compact fluorescent and HID luminaires available only with a single driver/ballast, and other luminaires where unable to wire lamps separately which are controlled by "dual switching", connect to one (1) of the two (2) switches as directed by the engineer during construction (coordinate with the engineer prior to rough-in). Where branch wiring serving lighting controlled by "dual switching" installed by the contractor does not comply with the above, the contractor shall modify or remove and reinstall wiring to provide proper switching at no cost to the owner. Where luminaires controlled by "dual switching" are installed by the contractor and do not have drivers/ballasts and/or internal wiring to comply with the above, the contractor shall modify or replace drivers, ballasts, internal wiring, and/or the luminaires to provide proper switching at no cost to the owner.
- 2.7 For lighting shown with 0-10 V dimming, provide with drivers/ballasts to facilitate dimming. For all light emitting diode (LED) and fluorescent luminaires shown or specified with 0-10 V dimmable drivers/ballasts (wherever 0-10 V dimming is indicated on the drawings [including luminaire schedule] or specifications), provide both power wiring and 0-10 V control wiring to all luminaires. Run control wiring from all lights with 0-10 V dimmable drivers/ballasts to the respective dimmer or switch controlling the lighting. Where dimmers are shown on the drawings (including combination sensors/dimmers), interconnect control wiring with dimmers as per manufacturer. Where dimmers are not shown on the drawings, install control wiring to the switch (non-dimmed) location and safely insulate and cap off control wiring (to facilitate future replacement of non-dimmed switch with dimmer).
- 2.8 Provide high intensity discharge (HID) lighting where indicated on the drawings with high power factor multiple tap type ballasts, unless indicated otherwise on the drawings.
- 2.9 Provide all solid-state electronic energy savings ballasts for straight and "U-tube" fluorescent lamps as follows. Utilize Osram Sylvania (Motorola) "Quicktronic PROStart", GE Lighting (Ultra Start series), Philips Advance (Mark 5 series), or Universal (Magnetek/Triad series), and series ballasts (or approved equal). Provide only ballasts meeting or exceeding the criteria specified below (Note: Not all ballasts of the manufacturers' and series' listed above meet the following criteria, only ballasts meeting the criteria are acceptable).
- A. Minimum power factor: 0.90
 - B. Maximum total harmonic distortion (THD): 15%
 - C. Minimum ballast factor: 0.85
 - D. Maximum lamp crest factor: 1.5
 - E. Rating: UL-P, "A" sound rated
 - F. Provide arranged for rapid starting (or programmed rapid starting) of lamps, instant starting is not acceptable.

SECTION 16400 - LIGHTING SYSTEM

G. Maximum input watts shall not exceed the following:

One (1) 31/32 W T-8 lamp:	32 W
Two (2) 31/32 W T-8 lamps:	61 W
Three (3) 31/32 W T-8 lamps:	88 W
Four (4) 31/32 W T-8 lamps:	112 W
One (1) 25 W T-8 lamp:	26 W
Two (2) 25 W T-8 lamps:	46 W
Three (3) 25 W T-8 lamps:	70 W
Four (4) 25 W T-8 lamps:	86 W
One (1) 17 W T-8 lamp:	19 W
Two (2) 17 W T-8 lamps:	34 W
Three (3) 17 W T-8 lamps:	52 W
Four (4) 17 W T-8 lamps:	62 W

3. LAMPS (LIGHT ENGINES)

- 3.1 Provide all lamps (the term "lamp" includes all light engines of any type which directly emit illumination) as follows. Completely coordinate exact lamp types (including configuration, dimensions, bases, pins, etc.), ballasts, drivers, starters, capacitors, sockets, luminaire construction and arrangement (as related to facilitating lamps and related equipment), and all applicable ancillary equipment and provide a complete and compatible installation.
- 3.2 Provide lamps for luminaires as indicated on the drawings. Provide all luminaires with lamps (even if lamp types and/or quantities are not shown on drawings) to provide a complete installation.
- 3.3 Acceptable lamp manufacturers include Osram/Sylvania, GE Lighting, and Philips (or approved equal). For high intensity discharge (HID) lamps only, lamps as manufactured by Venture are acceptable in addition to the manufacturers listed above. For tungsten halogen T-lamps, utilize only lamps as manufactured by Osram/Sylvania or Ushiu (or approved equal).
- 3.4 Maintain compatibility and consistency of lamp types and manufacturers (as well as lamp colors, except where different lamp colors are indicated on the drawings) throughout the project as much as possible. Provide luminaires so lamps are completely interchangeable between different luminaire types shown on the luminaire schedule with the same type lamps, wherever possible. For each combination of lamp type and color utilized on the project, provide all lamps of a single manufacturer. Different manufacturers are permitted for different lamp type and color combinations (except that for this provision, all straight and "U-tube" fluorescent lamps are considered as a common type and all compact fluorescent lamps are considered as a common type; i.e. provide all 32 W, 25 W, 17 W, and U31 W T-8 lamps of the same manufacturer). Utilizing more than one (1) manufacturer for any lamp type and color combination is not permitted (except where specifically approved in writing by the engineer and owner).

SECTION 16400 - LIGHTING SYSTEM

- 3.5 Provide all lamps (of all types) of the energy saving type, unless specifically indicated otherwise on the drawings. Lamps which are not energy saving are not permitted (unless specifically approved in writing by the owner, architect, and engineer. Provide all lamps of a type suitable for use ("burning") in any position (unless specific burning positions are indicated on the drawings).
- 3.6 Provide fluorescent lamps where indicated on the drawings. Provide lamp color temperature of 3,500 degrees K, unless indicated otherwise on the drawings. Provide straight and "U-tube" lamps of the T-8 type (unless indicated otherwise).
- 3.7 Provide screw-in lamps where indicated on the drawings and as specified below. Provide of the medium base type, unless indicated otherwise. Utilize light emitting diode (LED) lamps unless incandescent is specifically indicated on the drawings.
- A. Provide all A-lamps of the energy saving type. For incandescent, utilize only GE Lighting "Watt-Miser" and "Watt-Miser Plus" series (or approved equal).
 - B. Provide all PAR-lamps of the energy saving type. Provide standard flood beam spread ("FL") unless indicated as "NFL" (narrow flood), "SP" (spot), or "NSP" (narrow spot), or as otherwise indicated in the luminaire schedule. For incandescent, utilize only energy saving tungsten halogen capsule type.
 - C. Provide all incandescent R-lamps of the energy saving type. Provide standard flood beam spread ("FL") unless indicated as "NFL" (narrow flood), "SP" (spot), or "NSP" (narrow spot), or as otherwise indicated in the luminaire schedule. For incandescent, utilize only GE Lighting "Watt-Miser" and "Watt-Miser Plus" series (or approved equal).
 - D. Provide all MR-lamps of the energy saving type. Provide standard flood beam spread ("FL") unless indicated as "NFL" (narrow flood), "SP" (spot), or "NSP" (narrow spot), or as otherwise indicated in the luminaire schedule. For LED, provide of a type with no ultraviolet (UV) emissions. For incandescent, utilize only tungsten halogen capsule type (where luminaires include protective shield/lens, utilize the type with integral "ultraviolet stop" capsule with average lamp life not less than 4,000 hours; where luminaires do not include protective shield/lens, utilize the covered type with average lamp life not less than 3,500 hours).
 - E. Provide all T-3 lamps of the double-ended RSC-base type (utilize either T-2.5 or T-3). Provide all T-4 lamps of the double contact bayonet (DC bay) base type (utilize either T-3.5 or T-4). Screw-in miniature candelabra (mini-can) base is not acceptable (unless luminaire is not available with RSC or DC-bay base). Utilize only T-lamps of a type suitable for use ("burning") in any position. For incandescent, utilize only quartz halogen with average lamp life not less than 2,000 hours.
4. LUMINAIRES
- 4.1 Provide luminaire types and manufacturers as indicated on the drawings. Where a luminaire type designation (i.e. letter) is not shown at a luminaire symbol, include costs in bid to provide any applicable type of luminaire used for the same symbol anywhere else on the drawings.

SECTION 16400 - LIGHTING SYSTEM

- 4.2 Support all luminaires (including outlet boxes and/or conduits used to support luminaires, where permitted) in complete accordance with all applicable requirements of the NEC (including, but not limited to, code requirements for mounting and support of luminaires, outlet and other boxes, conduits, raceways, and devices). Provide all required mounting hardware, including pendant kits, fasteners, hangers, wall mounted brackets, concrete foundations, conduits, supplementary supports, grounding, etc., for a complete installation. Support all luminaires completely independent of suspended ceilings and direct from the structure (suspended ceilings are permitted to provide supplemental lateral support to luminaires which are vertically supported direct from the structure), except as follows. Luminaires are permitted to be supported from/by suspended ceilings only where both the general contractor's suspended ceiling installation and the electrical contractor's method of securing luminaires to the suspended ceiling are in complete accordance with NEC requirements for supporting luminaires. Supporting luminaires with or from conduits or raceways is not permitted, except that luminaires specifically designed for conduit support may be supported utilizing only rigid steel conduit (supporting with any other type conduit or raceway, including IMC, EMT, PVC, surface raceway, and flexible conduit, is not permitted under any circumstance). Supporting luminaires from screw shells of lamp holders is not permitted under any circumstance. Supporting luminaires or wiring from trees or vegetation is not permitted under any circumstance.
- 4.3 Refer to architectural drawings, reflected ceiling plans, and details for exact locations of all luminaires. Verify final location of all luminaires with the owner, architect, and lighting designer (where applicable) prior to rough-in.
- 4.4 Perform field measurements, verify proper clearances, and verify all exact mounting and installation conditions and requirements prior to ordering luminaires.
- 4.5 Provide integral thermal protection for all recessed luminaire housings.
- 4.6 Perform aiming of all adjustable interior luminaires. Include all costs to aim to the satisfaction of the owner, architect, and engineer. This aiming may be performed during normal working hours.
- 4.7 For surface mounted luminaires wired utilizing surface mounted wiring methods, provide wiring entering the side of luminaires. Where fixtures do not facilitate side entry of wiring, provide fixture with manufacturer's back mounting adapter (so wiring enters side of adapter and then enters rear of fixture by passing through adapter). Installing the fixture on surface outlet boxes (in such a way that there is a significant "gap" between the fixture and the wall/ceiling surface) is not acceptable.
- 4.8 Wherever finish colors are indicated on the drawings (including symbol list and luminaire schedule) as being selected by the architect ("as per architect", etc.), include costs in bid to utilize any of the available standard and/or optional colors listed in manufacturers' catalogs (excluding any colors identified in manufacturers' catalogs as "custom" or "premium").

SECTION 16400 - LIGHTING SYSTEM

- 4.9 Where luminaires are specified or furnished by the contractor with tamper resistant hardware (including, but not limited to, torx, spanner, allen/torx with center reject pin, etc.) which must be removed in order to access lamps or drivers/ballasts for replacing or servicing, furnish and turn over to the owner not less than two (2) tamper resistant screw drivers of each type required.
- 4.10 Where track lighting, continuous linear lighting, and similar luminaires are indicated on the drawings, provide complete and coordinated installation. Install in continuous lengths with even appearance as shown on the drawings utilizing general sections as shown on the drawings (or if not shown as otherwise required and available from the manufacturer). Include all joining/extension fittings (corners, tees, crosses, straight extensions, etc., with lens and/or louver where applicable), end caps, aligning/attaching hardware, ceiling flanges, grid rails, yokes, etc. (where applicable). For luminaires installed continuous between building members (walls, ceiling soffits, or other architectural structures and details), individually measure exact dimensions at each and every locations and order and install luminaires accordingly. Fully coordinate the installation with the architect and general contractor.
5. EXTERIOR LIGHTING
- 5.1 All provisions of the section of this specification "General Lighting" apply to exterior lighting as modified herein.
- 5.2 Provide all pole mounted and "bollard" type ground mounted luminaires with suitable concrete foundations complete with embedded (during pour) "J-hook" anchor bolts. Anchors installed or set after foundations are cast are not acceptable under any circumstance. Notify the owner, architect, and engineer after excavation and prior to pouring concrete to facilitate inspection. Provide conduit mounted ground luminaires with conduit secured in minimum 300 mm x 300 mm x 300 mm (12" x 12" x 12") concrete poured below grade and embedding conduit 90 degree bends at luminaire locations. Provide embedded conduit bends, conduit exposed above grade, and conduit between embedded bends and the portion exposed above grade as rigid steel only.
- 5.3 Install luminaire poles and bollard luminaires on foundations utilizing leveling nuts (nuts above and below base); shims are not acceptable. Grout between the foundation and pole/bollard base utilizing suitable non-shrink mortar finished vertically to the outside of the base, with a drain hole. Where grouting is not required or recommended by the pole/bollard manufacturer, grouting may be omitted where pole base cover or bollard housing completely covers the space between foundation and base.
- 5.4 For all concrete pole and bollard foundations, submit shop drawings (based on foundations shown on the drawings) of exact foundation construction, fabrication, and characteristics. Base pricing on foundation dimensions below grade as shown on foundations detail(s) on the drawings. Dimensions below grade may be reduced from the width/diameter and depth dimensions shown on the detail(s) where approved by the lighting manufacturer and in accordance with structural foundation shop drawings. Prepare and submit structural foundation shop drawings (sealed by a registered professional engineer from the state where the project is located) showing that the foundation is sufficient to fully support the forces involved based on actual soil conditions present at each respective foundation location (whether or not dimensions are reduced). Provide soil boring test results at each

SECTION 16400 - LIGHTING SYSTEM

foundation location. The electrical contractor is fully responsible for all costs associated with engaging the services of structural registered professional engineer and performing soil borings for this purpose.

- 5.5 For all luminaire poles and bollards, provide approved tags for wiring (inside hand holes, where applicable). Provide tags indicating the panel name and circuit number (or other source of feeder), and stating the voltage, phase, and amperes of the feeder. Provide feeder tags wording and layout similar to engraved plastic nameplates (see specifications section "Identification, Nameplates, and Tags" of specifications division 16300, Electrical Materials).
- 5.6 Perform night aiming of all adjustable exterior luminaires. Include all costs in bid (including overtime costs for work at night) to aim to the satisfaction of the owner, architect, and engineer.

6. EMERGENCY AND EXIT LIGHTING

- 6.1 Provide all emergency and exit lighting as indicated on the drawings.
- 6.2 Verify exact mounting, quantity of faces, and directional arrows of all exit signs prior to ordering.
- 6.3 Install all exit signs at general locations as shown on the drawings. Coordinate and obtain approval for exact locations with the architect and local authorities having jurisdiction before installation. Install exit signs to ensure they are completely and clearly visible from the entire covered areas and egress paths.
- 6.4 Perform aiming of all adjustable emergency luminaires. Include all costs to aim to the satisfaction of the owner, architect, engineer, and local authorities having jurisdiction. This aiming may be performed during normal working hours.
- 6.5 Wherever any battery units or battery packs are installed (including batteries integral to luminaires), connect power to the battery units/packs on the line side of all lighting and other control switches so it is impossible to de-energize by turning any switch off.
- 6.6 Where indicated on the drawings (see also the luminaire schedule), provide emergency luminaires with integral and/or field-installed driver/ballast generator transfer device with 0-10 V dimming bypass (BGTD). Provide as Philips/Bodine #GTDU (or approved equal). Provide incoming emergency source wiring from emergency panel to light as shown on drawings (3 #10, 3/4" C, unless otherwise noted). Provide incoming normal source wiring (with constantly energized un-switched "constant hot" conductor, switch controlled "switched hot" conductor, neutral conductor, and grounding conductor) run from the normal switch location to the first normal-only light controlled by the switch then to the driver/ballast generator transfer device at emergency luminaires (4 #12, 3/4" C, unless otherwise noted). Provide internal luminaire wiring run from generator transfer device to controlled driver/ballast within each emergency luminaire.

END OF SECTION

SECTION 16550 - SYSTEMS PATHWAYS

1. GENERAL PROVISIONS

- 1.1 The applicable requirements and conditions of specifications section "General Provisions" of specifications divisions 16100, General Electrical, and 16300, Electrical Materials, are hereby made an integral part of this section.
- 1.2 This specifications section applies to all pathways and related work for communications systems wiring (including only telecommunications, data, sound, security, and CCTV, where applicable), whether the wiring of each respective system is installed by the electrical contractor, the owner, the owner's vendor(s), or other contractors. The term "wiring installer" applies to the party installing wiring of the respective system. The installer of each system shall be as indicated elsewhere in these specifications and/or the drawings.
- 1.3 This specifications section does not apply in any way to wiring as part of power, lighting, emergency, over 600 V, control, fire alarm, and any other systems.

2. RACEWAYS AND SLEEVES

- 2.1 Provide all raceways and sleeves (including all fittings, conduit bodies, boxes, supports, etc.) for communications systems wiring in complete accordance with other sections of this specification except as modified below and unless specifically indicated otherwise.
- 2.2 Provide minimum sizes for conduits and sleeves as follows, unless indicated otherwise. Provide pull strings in all raceways.
 - A. 103 mm (4") for main service, trunk line, and primary pathway conduits/sleeves.
 - B. 21 mm (3/4") for branch secondary pathway conduits.
 - C. 27 mm (1") for branch secondary sleeves, unless indicated otherwise.
- 2.3 Install conduits so bends in conduit runs do not exceed a maximum total of 180 degrees between manholes, pull boxes, junctions boxes, conduit bodies, etc..
- 2.4 Flexible conduit is not permitted for communications systems wiring, unless specifically approved in writing under the following circumstances only. Where flexible conduit is utilized, minimum sizes permitted are 129 mm (5") for main service, trunk line, and primary pathways and 27 mm (1") for branch secondary pathways.
 - A. Where existing walls are fished.
 - B. Where physically impossible to install rigid/fixed (non-flexible) conduit.

3. SEALING AND FIRE-STOPPING

- 3.1 Seal and fire-stop all raceways and sleeves in complete accordance with other sections of this specification and as per code except as modified below and unless specifically indicated otherwise.
- 3.2 Seal once wiring is installed. Where wiring is not installed at this time, seal all empty conduits.

SECTION 16550 - SYSTEMS PATHWAYS

- 3.3 Seal all underground conduits and conduits entering the building with suitable rubber conduit plugs as soon as conduits are installed and prior to installation of wiring in conduits. Once wiring is installed, reseal conduits with suitable rubber conduit plugs, water plugs, or duct sealer. Provide all seals water and gas tight.
4. GROUNDING
 - 4.1 Provide all grounding as per other sections of this specification and as per code except as modified below and unless specifically indicated otherwise.
 - 4.2 Provide a ground bus at all communications rooms and backboards. Provide one (1) ground bus assembly for every linear 2.4 m (8'0") of backboard at each respective location. Provide IlSCO #NB-350-42 ground bus assembly with #R16 mounting block (Burdny, Ideal, Thomas and Betts/Blackburn, or approved equal). Bond each ground bus to the building electrical service grounding electrode system with #6 AWG minimum conductors. The ground bus facilitates connecting systems cable surge protectors, where used.
 - 4.3 Provide a #4/0 bare copper ground wire the length of all telephone and data risers, bond to the building grounding electrode system.
 - 4.4 Maintain complete mutual separation between the communications systems grounding system, and the electrical power grounding system, except at a single point of connections to the electrical power grounding electrode system as close a possible to the grounding electrode and/or electrical service.
 - 4.5 Bond all raceways, conduits, cable trays, messengers, etc. to the communications systems ground busses or ground wires.
5. RECEPTACLES/LIGHTING/EQUIPMENT IN COMMUNICATIONS ROOMS
 - 5.1 Locate all equipment to avoid conflicts with risers and cabling. Confirm all exact receptacles, luminaires, smoke detectors, and other equipment locations in writing with the owner prior to rough in.
6. OUTLET BOXES
 - 6.1 Provide minimum depth of outlet boxes as 70 mm (2.75") to facilitate terminating category-5 and similar cables. Smaller boxes are permitted only with written approval and only where construction will not allow use of 70 mm (2.75") deep boxes.
7. WIRING ACCESS PATHWAYS
 - 7.1 Provide complete pathways for communications systems wiring. This includes all raceways, sleeves, cable trays, and other wiring access. Provide pathways as specified below. Provide pathways extending between communications rooms, closets, and backboards and from these locations to each and every communications systems outlet. Refer to the drawings for additional information.
 - 7.2 Prior to rough in, coordinate all proposed cable routing with the owner and wiring installer.

SECTION 16550 - SYSTEMS PATHWAYS

- 7.3 Service Pathways: Provide incoming service wiring access pathways as indicated on the drawings, refer to the riser diagram.
- 7.4 Trunk Pathways: Provide trunk line wiring access pathways between communications closets, rooms, and backboards as indicated on the drawings, refer to the riser diagram.
- 7.5 Primary Pathways: Provide primary wiring access pathways out from communications closets, rooms, and backboards to serve branch outlets as follows:
 - A. Provide steel strand supporting messengers along all proposed routes of primary wiring access pathways. This includes all corridors used for telephone, data, and security wiring access. Suitably secure messengers at intervals not exceeding 2.4 m (8'0") utilizing "J" clips or other approved hardware. Messenger installation and routing is not shown on the drawings, provide installation and routing as applicable. Securely support all messenger ends and bends utilizing suitable strain relief clamps. Size messengers as per NEC requirements. Messengers are not required where cable trays and conduits are installed (see below).
 - B. Provide conduits and cable trays for primary wiring access pathways shown on the drawings.
- 7.6 Secondary Pathways: Provide secondary wiring access pathways from each individual branch outlet to the nearest primary pathway as follows:
 - A. Provide conduits from each respective outlet, from communications compartments of surface raceways, and from communications raceways of modular furniture stubbed and capped into corridor drop ceiling spaces (or other primary pathway locations) or into communications closets, as indicated on the drawings, refer to the symbol list.
 - B. Conduits are permitted to stub into accessible ceiling spaces in other rooms, away from primary pathway locations. Where conduits do not stub directly into corridors or other primary pathway locations, provide sleeves through all walls and obstructions leading from the conduit stub location to the primary pathway location. Provide sleeve sizes based on the quantity of outlets to be wired as follows. Provide multiple sleeves to facilitate the total quantity of outlets.

<u>Sleeve Size</u>	<u>Maximum Quantity of Outlets</u>
27 mm (1")	2
35 mm (1.25")	3
41 mm (1.5")	5
53 mm (2")	9
63 mm (2.5")	13
78 mm (3")	19
91 mm (3.5")	26
103 mm (4")	34

- C. The wiring installer shall provide support for secondary pathway cable runs, except that where quantity of outlets served exceeds twelve (12), the electrical contractor shall provide supports as indicated above for primary pathways.

SECTION 16550 - SYSTEMS PATHWAYS

8. WIRING

- 8.1 The wiring installer (the electrical contractor, the owner, the owner's vendor(s), or other contractors as applicable to each respective system) shall provide only wiring complying with the all of the following.
- 8.2 Provide wiring for each respective system as directed, recommended, and approved by the respective system manufacturer and meeting all minimum requirements of the system manufacturer (including where manufacturer's requirements exceed the requirements of the specifications and the NEC).
- 8.3 Provide all cables as multi-conductor style having an overall jacket (of a color other than red; red is reserved for fire alarm) and utilize only cables approved by the NEC for use with the respective system.
- 8.4 Provide all wiring in plenum spaces in complete accordance with the NEC. In dry location plenum ceilings, utilize only plenum rated cables. For damp and wet location plenum ceilings and in all other duct and plenum spaces, run wiring (utilize a non-plenum type suitable for the damp/wet location) in metal conduit. Plenum rated cables may be utilized for other (i.e. non-plenum) applications, but only in dry locations. Plenum cables, even when installed in conduit, are prohibited in damp and wet locations.
- 8.5 In damp locations, utilize only cables specifically listed and identified for use in damp or wet locations. Provide all cables in wet locations (including underground and embedded in concrete slabs at or below grade, whether in conduit or direct buried) specifically designed for outdoor and submerged use and specifically listed and identified for use in wet locations.

END OF SECTION