

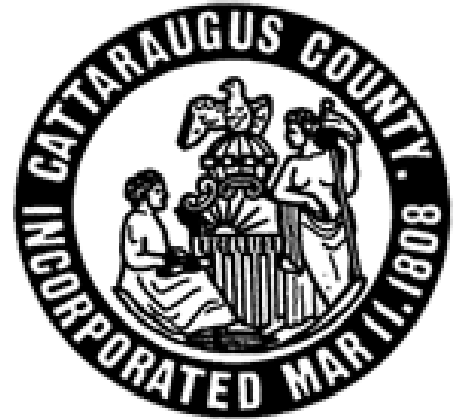
P R O J E C T M A N U A L

Specifications for Construction:

Cattaraugus County Court Room Renovations

At:

3RD Floor
303 Court Street
Little Valley, New York 14755



Cattaraugus County
Department of Public Works

8810 Route 242
Little Valley, New York 14755

Bid Documents: September 2016
LaBella Project No. 2161216

NOTICE

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND A SPECIFIC DESCRIPTION OF ALTERATIONS WHICH WERE MADE.



300 State Street, Suite 201
Rochester, NY 14614
(585) 454-6110
(585) 454-3066 fax

Relationships. Resources. Results.

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SECTION 000035 – INVITATION TO BID

Cattaraugus County will receive sealed bids for the ***Court Room Renovations, Cattaraugus County Center – 3rd Floor, Little Valley NY***; also referenced through-out as ***Cattaraugus County – Court Room Renovation***.

Sealed Bids will be received until 1:45 P.M., Thursday, October 20, 2016 and publicly opened and read at the following place and time:

Place: Cattaraugus County
8810 Route 242
Little Valley, NY 14755

Phone: (716) 938-9121 ext. 2465

Date: **Thursday, October 20, 2016**

Time: **2:00 p.m.** local time

The work will be done under three separate prime contracts for General Construction work, HVAC work, and Electrical work.

The project will consist of interior renovations of approximately 3,000 sq. ft. of existing interior space of the Cattaraugus County Court Room. Demolition of walls and ceilings, asbestos abatement of floor tiles and heating/duct joints as indicated. Construction of new walls, Judges Bench and minor plumbing, HVAC and Electrical work.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under the contract.

There will be a Pre-Bid meeting, Tuesday, October 11, 2016, 10:00 A.M. in the Conference Room, at 3rd Floor, Large Committee Room, Cattaraugus County Center, 303 Court Street, Little Valley, NY 14755.

Final Request for Information shall be NOON on Friday, October 14, 2016. Final addendum, shall be issued Monday, October 17, 2016 at 2:00P.M.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available Friday, September 30, 2016, and may be secured at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465; OR Labella Associates; 300 State St.; Ste. 201, Rochester, NY 14614 @ 585-454-6110. There will be a \$50.00 charge for each set of specifications, plus \$8.00 postage if mailed. Checks are to be made payable to the Cattaraugus County Treasurer. The specifications for this project will be available for examination at the office of Labella Associates, D.P.C.; 300 State St.; Ste. 201, Rochester, NY 14614, Southern Tier Builders Association, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: www.stba.com).

Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: NYBX16-03301-CR64

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED IN OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755. Attention: Dawn Smith.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

SECTION 000100 – INSTRUCTIONS TO BIDDERS

1.00 PREPARATION AND SUBMITTAL OF BIDS

- 1.01 Bids shall be submitted on the Bid Forms furnished with the Contract Documents.
- 1.02 All blank spaces for bid prices shall be properly filled in, in ink, or typed. In cases where both words and figures are requested, the written words shall be binding on the Bidder. In the event of an error in the sum total of the bid, the Contractor's bid shall be the sum total of all items in written words. In case of a discrepancy in the prices contained in the Bid form submitted in triplicate by the Bidder, the Bid form which contains the lowest bid shall be deemed the bid of the Bidder; provided, however, the Owner may consider the Bid of such Bidder informal. Bids shall not be modified, limited or restricted in any way.
- 1.03 Bids shall be enclosed in a sealed envelope, plainly marked with the title of the project **Cattaraugus County – Court Room Renovations**, and name and address of the Bidder on the outside. The bids should include **one (1) original copy and two (2) copies**. No Bid will be considered unless filed on or before the time and at the place designated in the "Invitation to Bidders." Bids received after the time set for the opening will be returned to Bidders unopened. When sent by mail, preferably registered, the sealed Bid, marked as above, should be enclosed in an additional envelope similarly marked and addressed to:

**Cattaraugus County
Department of Public Works
8810 Route 242
Little Valley, NY 14755**

- 1.04 Bids received prior to the time of opening will be securely kept unopened. No Bid received after the time of opening will be considered.
- 1.05 Cattaraugus County is exempt under **New York State Tax Law** and, therefore, no sales tax shall be included in the bids for materials, which shall become an integral component part of the permanent installation.
- 1.06 Contractors are required to complete and submit the following forms with their bids:
- Forms requested on Bid Sign-Off Sheet
- 1.07 Cattaraugus County is an environmental conscious entity that expresses desire for companies working with the County to utilize the same principles and guidelines for preventing waste and therefore, would like any paper documentation submitted on 100% recyclable paper double -sided whenever possible.

2.00 BID GUARANTEE

- 2.01 Each Bid must be accompanied by a Bid Guarantee, which shall not be less than five percent (5%), of the total base bid amount. The guarantee may be a certified check, bank draft, or a Bond in the form attached. The Bond shall be secured by a guarantee or Surety Company authorized to

do business in the **State of New York**. No Bid will be considered unless it is accompanied by the required guarantee. Certified check or bank draft must be payable to the order of Cattaraugus County. Cash deposits will not be accepted. The Bid guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- 2.02 Bid guarantees will be returned within ten (10) days after the bids are opened to Bidder's whose Bids, in the judgment of the Owner and Architect/Engineer, will not be considered in making the Award.

3.00 INTERPRETATIONS OR ADDENDA

- 3.01 No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Architect/Engineer. To be given consideration, all inquiries must be received by the Architect/Engineer two (2) or more days prior to the date set for the receipt of Bids. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be on file at the offices of the Owner and the Architect/Engineer at least twenty-four (24) hours before proposals are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

4.00 EXAMINATION OF CONTRACT DOCUMENTS

- 4.01 Each Bidder shall familiarize themselves with the proposed construction documents. The Bidder shall thoroughly examine and familiarize himself with the Plans, Specifications, and all other Contract Documents.
- 4.02 The Contractor by the execution of the Contract shall in no way be relieved of any obligation under the Contract, due to his/her failure to examine the Contract Documents. The Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

5.00 MODIFICATIONS OF BIDS

- 5.01 Written or telegraphic modifications of Bids may be accepted if received in accordance with the requirements for the submission of Bids as provided above. Bidders are cautioned that if in the opinion of the Owner or the Architect/Engineer such modifications are not explicit, or are in any sense subject to misinterpretation, then the Bid so amended or modified will be subject to rejection.

6.00 WITHDRAWAL OF BIDS

- 6.01 Negligence on the part of the Bidder in preparing his/her Bid confers no right for the withdrawal of the Bid after it has been opened. Any Bidder, upon his/her properly notarized written request, will be given permission to withdraw his/her Bid not later than the time set for opening. At the time of opening of the Bids, when such Bid is included, it will be returned to the Bidder unopened.

7.00 STATEMENT OF BIDDER'S QUALIFICATIONS

- 7.01 Each Bid must be accompanied by a Statement of Bidder's Qualifications as follows:

Each Bidder shall submit a statement of the Bidder's qualifications with the bid. After the bids are opened, the apparent low Bidder may be requested to submit a listing of their construction experience, organization, and equipment available for the work contemplated. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

The issuing of bid documents and acceptance of a Bidder's deposit by the Owner shall not be construed as prequalification of that Bidder.

8.00 CONSIDERATION OF BIDS

- 8.01 The right is reserved, as the interest of the Owner may require, to reject any or all bids, to waive any informality in bids received, to reject any items of any bid, to obtain new Bids, or to proceed to do the work otherwise, when the best interest of the Owner may be promoted thereby. This right is reserved in regard to any individual or all Bid Items.

9.00 ACCEPTANCE OF BID

- 9.01 The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the Owner and no other act of the Owner shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract as provided hereinafter. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the successful Bidder and the Owner.

10.00 DETERMINATION OF LOW BIDDER

- 10.01 Except where the Owner exercises the right to reject any or all Bids, the Owner will award the Contract to the lowest responsible Bidder on the basis therefore and complying with all requirements of the "INVITATION TO BID" and these "INSTRUCTIONS TO BIDDERS," after

investigations are made to determine the Bidder's responsibility and capability of completing the work outline in the construction documents and specifications.

11.00 EXECUTION OF CONTRACT

- 11.01 The Bidder whose Bid has been accepted will be required to appear at the place and the time designated by the Owner, in person; or if a Firm or Corporation, a legally authorized representative shall so appear, and shall execute the Contract within ten (10) calendar days of the date of Notice of Award of Contract. In the case of a Firm or Corporation, the person so appearing to represent such Firm or Corporation and sign the Agreement on its behalf shall present satisfactory proof in writing to the Owner that such person is a properly authorized representative of such Firm or Corporation and has the authority to sign such Agreement on its behalf and be bound by such signature so affixed to the Agreement on behalf of the Firm or Corporation.
- 11.02 In addition, the successful Bidder, within ten (10) calendar days of the date of the notice of intent to award, shall procure, execute, and deliver to the Owner and maintain, at his/her own cost and expense, the following bonds, in the form attached herein, of a Surety Company approved by the Owner and authorized to do business in the **State of New York** as a surety **and insurance certificates as required in Section 000810, Article 11.**
- A. Performance Bond - in an amount of one hundred percent (100%) of the total amount payable to the Contractor by the terms of the Contract.
- B. Labor and Materials Payment Bond - in an amount of one hundred percent (100%) of the total amount payable to the Contractor by the terms of the Contract.
- 11.03 Failure or refusal of the Bidder whose Bid is accepted to execute the Contract as herein before provided shall constitute a breach by such Bidder of the Agreement created by the acceptance of the Bid, and in such event, the Owner at his/her option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Bid and the acceptance thereof shall be null and void and the Owner shall be entitled to take action for damages. Such damages shall include the amount of the total Contract finally accepted in excess of that of the originally successful Bidder, losses arising from delays in the Owner's construction program, and all other items of cost to the Owner resulting from such breach. In the recovery of the damages specified above, the Owner may proceed against the sum represented by the Bid Guarantee deposited with him, or take such other action, as the Owner may deem best in the public interest.
- 11.04 The Notice to Proceed shall be issued by the Owner within ten (10) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the above indicated time or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

12.00 ASSIGNMENT

- 12.01 The successful Bidder to whom any Contract shall be let, granted or awarded shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his/her right, title or interest therein or his/her power to execute such Contract, to any person or corporation without the prior consent in writing of the Owner. Any assignment made in violation hereof shall be deemed void.

13.00 REGULATIONS

- 13.01 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

14.00 IRANIAN ENERGY SECTOR DIVESTMENT

- 14.01 By submitting a response to this solicitation, the respondent hereby represents that said respondent is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said respondent has not:
- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector of Iran.
- 14.02 Any respondent who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 14.03 Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:
- (1) "By submission of this response to solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."
- 14.04 Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the respondent cannot make the certifications as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section

103-g to award the contract to any respondent who cannot make the certification on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the respondent has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
- (2) The County of Cattaraugus has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Cattaraugus would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the County in writing and shall be a public document.

END OF SECTION



AIA®

Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

**Cattaraugus County Court Room Renovations
3rd Floor
303 Court Street
Little Valley, NY 14755**

THE OWNER:

(Name, legal status and address)

**Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755**

THE ARCHITECT:

(Name, legal status and address)

**LaBella Associates, DPC
300 State Street
Suite 201
Rochester, NY 14614**

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

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

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

Additions and Deletions Report for

AIA® Document A701™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:24:22 on 09/16/2016.

PAGE 1

Cattaraugus County Court Room Renovations
3rd Floor
303 Court Street
Little Valley, NY 14755

...

Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755

...

LaBella Associates, DPC
300 State Street
Suite 201
Rochester, NY 14614

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Weller, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:24:22 on 09/16/2016 under Order No. 0765255462_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

LOCAL LAW NUMBER 12- 2012 AMENDED BY LOCAL LAW NUMBER 5- 2015
COUNTY OF CATTARAUGUS, NEW YORK

Pursuant to Section 10 of the Municipal Home Rule Law and Section
103 of the General Municipal Law.

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR
DETERMINING THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Legislature of the County of Cattaraugus ("the County"), as
follows:

Section 1. Legislative Intent. It is the intent of this Local Law to enhance the County's ability to identify the lowest "responsible bidder" on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The County, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This Local Law establishing uniformity of guidelines for determining the responsibility of apparent low bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section 2. Applicability. This Local Law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after the effective date.

Section 3. Public Works. For purposes of this Local Law, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding the threshold for bidding established by the General Municipal Law. The term also includes any public works leased by the County under a lease containing an option to purchase exceeding the threshold for bidding public works projects established by the General Municipal Law.

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

- A. A questionnaire (which shall be titled the "Cattaraugus County Vendor Responsibility Form"), hereinafter "the Form", shall be prepared and, as he/she may deem

- appropriate, revised by the Cattaraugus County Commissioner of Public Works ("Commissioner").
- B. The Commissioner shall provide the Form to the apparent low bidder on all County public works projects.
 - C. The County shall promptly notify the apparent low bidder of its status as such and provide such entity with a copy of the Form either in electronic or paper format. The most current version of the Form shall also be posted on the Cattaraugus County website.
 - D. The apparent low bidder shall file the Form in in the Office of the Commissioner not more than five (5) business days after receiving it or, if the form is mailed to the apparent low bidder, within ten (10) business days after the date of mailing.
 - E. In the event that the apparent low bidder fails to file the fully completed Form in the Commissioner's Office within the required time, its bid will be rejected and any bid bond submitted may, at the County's sole discretion, be forfeited.
 - F. If the apparent low bidder is deemed not responsible, or fails to submit the Form within the required time, then the next lowest bidder will be deemed the apparent low bidder and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
 - G. Not later than five (5) calendar days prior to a final determination that the apparent low bidder is not responsible, the County will notify the bidder of same, in writing, and by certified mail, return receipt, stating the reasons. Except in the case of the rejection of an apparent low bid solely because the vendor failed to timely submit a completed Form, such notice shall set forth a time, date and place for the apparent low bidder to appear and be heard, not less than five (5) business days after such notice is served.
 - H. Subcontractors proposed to be used on a project must also complete and submit the Form within five (5) days after the preconstruction meeting before the subcontractor is approved by the County. Failure by a subcontractor to submit the Form or unsatisfactory responses to questions may lead to rejection of the bid of the subcontractor at the County's discretion.
 - I. If the bid of the apparent low bidder appears disproportionately low when compared with estimates obtained by or on behalf of the County and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent low bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent low bidder has the capability to perform and complete the contract for the bid amount.
 - J. If a bidder is found to have willfully violated New York Labor Law §220 within the previous five (5) years, that bidder shall automatically be deemed "not responsible" and its bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Cattaraugus County Legislature, determines otherwise. In all other cases, based on all of the information collected pursuant to this local law and any other factor deemed relevant, the Commissioner, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact "responsible."

Section 5. Additional Requirements.

- A. Contractors and all subcontractors shall classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
- B. The contractors and all subcontractors shall submit certified payrolls to the Commissioner.

Section 6. Procedure. Cattaraugus County will make its own determinations of responsibility for low bidders. A bidder recognized by the state as a responsible vendor must still satisfy the requirements of this local law by submitting the required Cattaraugus County Vendor Responsibility Form within the required time frame.

Section 7. Incomplete Submissions by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements to the County. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the County of Cattaraugus for approval. Failure to submit the Form may lead to the rejection of the bid of the subcontractor at the County's discretion. Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

Section 8. Materiality. The requirements of this Local Law are a material part of the bid documents and the contract and the successful bidder shall insert this Local Law in all subcontracts.

Section 9. Severability. If any clause, sentence, paragraph, subdivision, section or part of this Local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of Judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved In the controversy in which such judgment or order shall be rendered.

Section 10. Other Local Laws. Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

Section 11. Effective Date. This Local Law shall take effect upon filing in the Office of the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE: **Cattaraugus County – Court Room Renovations**

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

	DONE	INITIALS
1. Bid/Proposal – enclosed (Sections 000301(GC), 000302(MC) & 000303(EC))		
2. Bid Security – enclosed (Section 000410)		
3. Non-Collusive Certificate - enclosed (Section 000480)		
4. Anti-Discrimination Clause – enclosed (Section 000307)		
5. Insurance Certificate -completed by insurance agent. Provide standard complying with insurance requirements specified in Appendix / Supplementary General Conditions		
6. Wages, Awards, Bond Requirements – agree to conditions (Sections 000610, 000620)		
7. Equal Opportunity Acknowledgement – provide your standard “Equal Opportunity” statement on company letterhead		
8. Statement of Surety’s Intent – a generic statement on company letterhead		
9. Responsible Bidder Law Amended – enclosed (Section 000304)reviewed and understood		
10. Iran Divestment Act of 2012 – enclosed (Section 000308)		
9. Subcontractor and Supplier list(s) provide list on company letterhead		
10. Vendor Responsibility Form – enclosed (Section 000910)		
11. Addenda (if issued) received		
List Addendum # and dates		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County’s annual audit.
5. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Telephone

Fax

(Remit to address (if different than above))

Signature of Authorized Person Submitting Bid

ANTI-DISCRIMINATION CLAUSE

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Cattaraugus County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State

Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

“Iran Divestment Act of 2012” “Iranian Energy Sector Divestment”

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By: _____
Signature

Title

Sworn to before me this

____Day of _____, 20____

Notary Public

SECTION 000410 – BID SECURITY FORM

1.00 FORM OF BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and
_____ as Surety, are hereby held and
firmly bound unto _____ as Owner in the penal sum of
_____ 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
_____ a certain Bid, attached hereto and
hereby made a part hereof to enter into a Contract in writing for the
_____.

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 a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for this 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 said Bid.

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

The Surety, for value received, hereby stipulates and agrees that the obligations 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 officers, the day and year first set forth above.

Principal (L.S.)

Surety

BY: _____

SEAL

END OF SECTION 000410

**COUNTY OF CATTARAUGUS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____
BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.

- 8. By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company

Position:_____

Print Name & Company

Position:_____

Company Name_____

Date Signed_____ Federal I.D. Number_____

SECTION 000500 - AIA DOCUMENT A101-2007 - AGREEMENT BETWEEN OWNER &
CONTRACTOR

1.1 GENERAL

The attached DRAFT of AIA Document A101 - 2007 – Standard Form of Agreement between Owner and Contractor is the form of agreement that will be executed for all contracts.

END OF SECTION 000500

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DRAFT AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«Cattaraugus County Department of Public Works»« »
« 8810 Route 242 »
«Little Valley, NY 14755 »
« »

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

« »« »
« »
« »
« »

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

Cattaraugus County - Court Room Renovations»
3rd Floor
303 Court Street
Little Valley, NY 14755»
« »

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

LaBella Associates, DPC»« »
300 State Street
Suite 201
Rochester, NY 14614»
Telephone Number: 585-454-6110»
Fax Number: 585-454-3066»

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.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

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

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

« »

Portion of Work

Substantial Completion Date

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

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

« »

ARTICLE 4 CONTRACT SUM

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

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

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

« »

§ 4.3 Unit prices, if any:

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

Item

Units and Limitations

Price Per Unit (\$0.00)

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

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

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

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

« »

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

§ 5.2 FINAL PAYMENT

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

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

§ 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:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

<< >> % << >>

§ 8.3 The Owner's representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.4 The Contractor's representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

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

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

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

« »

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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)

SECTION 000610 – PERFORMANCE BOND

1.00 PERFORMANCE BOND

1.01 GENERAL

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter
called the "Principal") and _____
(hereinafter called the "Surety") are held and firmly bound to the _____
(hereinafter called the "Owner") in the full and just sum of _____
Dollars (\$_____) good and lawful money of the United States of America, for the
payment of which sum of money, well and truly to be made and done, the Principal binds
himself, his heirs, executors, administrators and assigns and the Surety binds itself, its successors
and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____
day of _____ 20____, with the Owner for the _____
a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in
full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its
representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and
conditions of said Contract or his (their, its) part to be kept and performed and all modifications,
amendments, additions and alterations thereto that may hereafter be made, according to the true intent and
meaning of said Contract, including repair and/or replacement of defective work and guarantees of
maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner
from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and
repay the Owner for all outlay and expense which the Owner may incur in making good any such default,
and shall protect the said Owner against, and pay any and all amounts, damages, costs and judgments
which may or shall be recovered against said Owner or its officers or agents or which the said Owner may
be called upon to pay to any person or corporation by reason of any damages arising or growing out of
the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the
neglect of the said Principal, or his (their, its) agents or servants, or the improper performance of the said
work by the said Principal, or his (their, its) agents or servants, or the infringement of any patent or patent
rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this
obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, if requested to do
so by the Owner, to fully perform and complete the work mentioned and described in said Contract,
pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to
so fully perform and complete such work and the Surety further agrees to commence such work of
completion within ten (10) calendar days after written notice thereof from the Owner and to complete
such work within (10) calendar days from the expiration of the time allowed the Principal in the Contract
for the completion thereof; and further;

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, 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 time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof; or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20____.

(If Corporation add
Seal and Attestation.)

Principal

By: _____

Attest: _____

Secretary

By: _____

Add Corporate Seal.

Attest: _____

2.00 ACKNOWLEDGMENTS

2.01 BY PRINCIPAL, UNLESS IT BE A CORPORATION

STATE OF)

SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the person, _____, described in, and who executed, the foregoing instrument and acknowledged that _____ he _____ executed the same.

(Notary Public or Commissioner of Deeds)

2.02 BY PRINCIPAL IF A CORPORATION

STATE OF)

SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notary Public or Commissioner of Deeds)

2.03 BY SURETY COMPANY

STATE OF)

SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____ the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public or Commissioner of Deeds)

END OF SECTION 000610

SECTION 000620 – LABOR AND MATERIALS PAYMENT BOND

1.00 LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

"Principal") and _____
(hereinafter called the "Surety") are held and firmly bound to the

the "Owner") in the full and just sum of _____ Dollars
(\$_____) good and lawful money of the United States of America, for the payment of
which sum of money, well and truly to be made and done, the Principal binds itself, its heirs,
executors, administrators, successors and assigns, and the Surety binds itself, its successors and
assigns jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the
_____ day of _____ 20__, with the Owner for the
_____ a copy of which
Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, the Owner has required this Bond guaranteeing prompt payment of monies due to all persons
furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of
the work provided in such Contract;

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall
promptly pay all monies due to all persons furnishing the Principal or any subcontractor or the Principal
with labor or materials in the prosecution of the Contract, then this obligation shall be null and void,
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, that no change,
extension, alteration, or addition to the terms of the said Contract or specifications accompanying the
same, shall in anywise affect its obligation under this Bond, and it does hereby waive notice of any such
change, extension, alteration or addition, and further;

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the county in
which the said Contract was to be performed, or if said Contract was to be performed in more than one
county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and
provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20____.

(If Corporation add
Seal and Attestation.)

Principal

By: _____

Attest: _____
Secretary

By: _____
Surety

Add Corporate Seal.

Attest: _____

2.00 ACKNOWLEDGEMENTS

2.01 BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF _____)
SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the person, _____, described in, and who executed, the foregoing instrument and acknowledged that _____ he _____ executed the same.

(Notary Public)

2.02 BY A PRINCIPAL IF A CORPORATION

STATE OF _____)
SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____ the corporation described in and instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notary Public)

2.03 BY SURETY COMPANY

STATE OF _____)
SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____ the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public)

END OF SECTION 000620

SECTION 007000 - AIA DOCUMENT A201-2007– GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION

1.1 GENERAL

The attached AIA Document A201 - 2007 – General Conditions of the Contract for Construction, is a part of this Contract and is incorporated herein as fully as is here set forth.

END OF SECTION 007000

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

**Cattaraugus County Court Room Renovations
3rd Floor
303 Court Street
Little Valley, NY 14755**

THE OWNER:

(Name, legal status and address)

**Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755**

THE ARCHITECT:

(Name, legal status and address)

**LaBella Associates, DPC
300 State Street
Suite 201
Rochester, NY 14614**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

Additions and Deletions Report for **AIA[®] Document A201TM – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Cattaraugus County Court Room Renovations
3rd Floor
303 Court Street
Little Valley, NY 14755

...

Cattaraugus County Department of Public Works
8810 Route 242
Little Valley, NY 14755

...

LaBella Associates, DPC
300 State Street
Suite 201
Rochester, NY 14614

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Weller, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:13:59 on 09/16/2016 under Order No. 0765255462_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 000800 – SPECIAL CONDITIONS

1.1 GENERAL NOTES

- A. All prospective Contractors are urged to carefully read the Contract Documents to determine whether they will be able to comply with all requirements contained therein.
- B. All areas disturbed by the delivery of contract material including public right-of-ways and easement areas shall be restored following approval of the work.
- C. The successful bidder for the contract shall submit a Schedule of Values for work to be performed in accordance with Specification Section 012900.
- D. Progress payments (Supplementary General Conditions 9.6) shall be submitted on AIA Documents G702 and G703. The Architect/Engineer's decision in format is final and binding on the Contractor.
- E. The Contractor shall provide a guarantee bond as outlined in the Agreement and Supplementary General Conditions Section 000810.
- F. The Contractor agrees in working on the project to comply with all applicable codes and safety regulations as they apply to the work and as set forth in the Occupational Safety and Health Act of 1970, as revised.
- G. The Contractor shall have at least one supervisor on the job site at all times who is fluent in English while the project is in progress. The supervisor must be able to communicate fluently with all employees.
- H. NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither its subcontractors shall be reason of race, creed color, national origin, age, sex, or disability; (a) discriminate in hiring any New York State Citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of \$50 per person per day for any violation of section 220-e or section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder.

- I. General maintenance and protection of traffic will be required for the delivery of construction materials and equipment. The Contractor shall be responsible to furnish and erect, move, and remove reflectorized construction signs, barricades, pavement delineation, and equipment necessary to safely direct motorists and pedestrians as required.
- J. The Contractor shall coordinate with Owner's Representative the times and limit delivery time between the hours of 7:00 A.M. to 5:00 P.M.
 - otherwise requested 48 hours in advance and approved by the Owner's representative, or
 - required due to an emergency.
- K. The Contractor shall be present to accept deliveries as scheduled. Failure to be present will result in delivery being sent away.
- L. The Contractor shall be responsible for all damage to existing landscaping and all physical features caused by his operation. All such damage to existing features shall be repaired or replaced in kind by the Contractor at his own expense and to the satisfaction of the Owner's representatives.

1.2 SPECIAL NOTES

- A. All materials used within the Right-of-Way must comply with the current NYSDOT Standard Specifications Book and the current addenda along with any appropriate current NYSDOT Standard Sheets.
- B. The Contractor shall be responsible for all damage to existing pavement, sidewalks, lawn areas, trees, and other existing features caused by his delivery. All such damage to existing features, which are to remain, shall be repaired or replaced in kind by the Contractor at his own expense and to the satisfaction of the Owner's representative.
- C. The Contractor shall locate and preserve all survey monuments and markers within the limits of construction. Disturbed monuments shall be replaced by a NYS licensed surveyor at the Contractor's expense.
- D. Any trees or shrubs damaged or destroyed as result of the Contractor's work shall be replaced in kind, as determined by the Architect/Engineer and to the satisfaction of the Architect/Engineer at no additional cost to the Owner.
- E. Contractor insurance certificates shall name the following as additional insureds: Contractor shall provide Certificate as well as endorsement or policy language on creation of certificates for review and approval by the County and Architect.
 - 1. Cattaraugus County
 - 2. LaBella Associates, D.P.C.

1.3 SUPPLEMENTAL REQUIREMENTS

- A. The building permit will be provided by the Owner unless stated otherwise.

- B. It will be the responsibility of the Prime Contractor to coordinate with the Owner's representative and the Cattaraugus County Code Enforcement Officer to arrange for code inspections. The prime contractor must give the owner's representative a minimum of 72 hours notice prior to the scheduled inspection dates.
- C. The Owner will occupy the site and existing buildings twenty four hours a day, seven days a week during the entire construction period. Construction operations are to be conducted to minimize disruption to owner's day to day operations and as specified herein.
- D. Dumpster staging is to be reviewed with the Facility for approval prior to placement. Dumpster may be located in staging area. If required for Dumpster staging in the public street. Contractor shall be responsible for the required permits.
- E. No Electric welders or heaters will be permitted from Owner's energy source.

END OF SECTION 000800

SECTION 000810 - SUPPLEMENTARY GENERAL CONDITIONS

1.01 GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, Articles 1 through 15 inclusive, is a part of this contract and is incorporated fully as herein set forth. For brevity, AIA Document A201 is referred to in the Contract Documents as the "General Conditions". A copy of General Conditions is available in the Architect's office for review if required by Contractors or may be obtained at the Rochester Chapter of The American Institute of Architects or their local chapter.

1.02 SUPPLEMENTS

The following supplements modify, change, delete from and add to the General Conditions. When any portion of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

1.03 REFERENCE TO DIVISION 1

Where provisions of General Conditions relate to project administrative or work-related requirements of the Contract, those provisions (including, but not limited to, allowances, progress schedule, submittals procedure, temporary facilities, cutting and patching, record drawings and cleaning up) are specified in Division 1, General Requirements of the Specifications, if required.

1.04 ARTICLE 1, GENERAL PROVISIONS, Subsection 1.1.1, THE CONTRACT DOCUMENTS:

This Subsection shall be DELETED and ADD the following:

The Contract Documents consists of: Invitation to Bidders, Instructions to Bidders, Form of Proposal, Owner/Contractor Agreement, General Conditions, Special Conditions, Agreement Acknowledgement, Supplementary General Conditions, Specifications, Drawings, and any Addenda issued prior to the execution of the Agreement and all modifications thereto.

1.05 ARTICLE 1, GENERAL PROVISIONS, Section 1.1 BASIC DEFINITIONS

ADD the following Subsections at the end of Article 1, Section 1.1:

1.1.9 THE PROJECT MANUAL

The Project Manual is a volume assembled for the work that includes the General Conditions (AIA Document A201, 2007 Edition), the Specifications, and all Addenda issued prior to execution of the Contract. When required by the Agreement, the Project Manual will additionally include bidding requirements and documents and sample forms.

1.1.10 MISCELLANEOUS DEFINITIONS

1.1.10.1 Approved. When the words "approved," "reviewed," "satisfactory," "proper" or "as directed" are used, approval by the Architect shall be understood.

1.1.10.2 The term "product" as used in these Supplementary Conditions includes materials, systems and equipment.

1.1.10.3 The terms "install" or "furnish all labor" are used herein as term contractions and unless specifically noted otherwise are to mean "perform all operations connected with installation of work, unloading materials as to be installed, supplying all necessary equipment and rigs to do the work, test, place in operation and service."

1.1.10.4 The terms "furnish" or "furnish all material" are used herein as term contractions and unless specifically noted otherwise are to mean "supply and deliver to the job site all materials and/or equipment so specified."

1.1.10.5 Provide. When the word "provide" including derivatives thereof, is used, it shall mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

1.1.10.6 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

1.1.10.7 Bulletins. Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract which request a proposal from the Contractor that, if accepted by the owner, will cause the execution of a Change order to modify the Contract Documents.

1.1.10.9 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 familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

1.1.10.10 Persistently. The phrase "persistently fails" and other similar expressions, as used reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

1.06 ARTICLE 1 GENERAL PROVISIONS, Subsection 1.2.2:

ADD the following additional language:

The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project Site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor, supply and cost, (4) availability and cost of materials, tools and equipment and (5) 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 capital Project Site. 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 and either the Contract Sum or Contract time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph 1.2.2.

Instructions and other information furnished in the Specifications including without limitation, items in connection with prefabricated or prefinished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such work shall be performed on the project Site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

1.07 ARTICLE 1, GENERAL PROVISIONS, Subsection 1.2.3:

ADD the following additional language:

In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and provisions of this Paragraph, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

1.2.3.1 On the drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.

1.2.3.2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

1.2.3.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

Whenever a product is specified in accordance with the Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other association standard, the Contractor

shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying that the product complies with the particular standard or specification. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance.

Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer trade names or similar reference, no substitutions may be made unless accepted prior to execution of the contract or accepted as a change in the Work in accordance with Article 7. When two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.08 ARTICLE 1, GENERAL PROVISIONS, Section 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

ADD the following subsections:

1.2.4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears."

1.2.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, Gas, Etc.) is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his work.

1.2.6 The reference of the "Specifications" regarding the division or separation of the work among types of trades or occupations is only for the suggested purpose of coordinating the work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the work described in the "Specifications" whether performed by the Contractor or Subcontractors, if any.

1.2.7 ADD EXECUTION OF CONTRACT DOCUMENTS and the following subparagraphs: 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.

1.2.8 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.

1.2.9 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or

additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all conditions and the Contract Documents will not be permitted.

1.09 ATTICLE 1, GENERAL PROVISIONS, ADD the following Section:

1.7 CONFIDENTIALITY

The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except: (1) with prior written consent of the Owner, (2) information that was in the public domain prior to the date of this Agreement, (3) information which becomes part 5 of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (4) as may be required to perform the work or by any applicable law.

1.7.1 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, records, drawings, specifications and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

1.7.2 The Contractor shall specifically cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Paragraph 1.7.

1.7.3 The representations and warranties contained in this Paragraph 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

1.10 ARTICLE 2, OWNER, Subsection 2.2.5, DELETE in its entirety and add the following:

2.2.5 The Contractor will be furnished, free of charge, an equitable portion of all returned bidding copies of the Drawings and Project Manuals. The Contractor will be furnished, at its sole cost and expense, as many additional copies as it may require.

1.11 ARTICLE 2, OWNER, ADD the following Section at the end of Article 2:

2.5 Extent of Owner Rights

2.5.1 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 (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

1.12 ARTICLE 3, CONTRACTOR, Subsection 3.2.4, ADD the following:

3.2.4.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner.

3.2.4.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

1.13 ARTICLE 3, CONTRACTOR, Subsection 3.2.3, ADD the following:

3.2.3.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.

3.2.3.2 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 product 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.

1.14 ARTICLE 3, CONTRACTOR, Section 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR, ADD the following Subsections:

3.2.5 If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the work and the Drawings, he shall immediately notify the Architect in writing who shall promptly adjust same. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.

3.2.6 Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make himself familiar with all conditions affecting the nature and manner of conducting the work.

1.15 ARTICLE 3, CONTRACTOR, Subsection 3.3.2, REVISE as follows:

Insert the words "any entity or" between the words "and" and the word "other" in the second line.

1.16 ARTICLE 3, CONTRACTOR, Section 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES, ADD the following Subsections at the end of the Section:

3.3.4 Where equipment lines of piping and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of exposed piping and conduit included in the Work of his Contract. He shall coordinate the work of several Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, and avoid any unsightly arrangements in the exposed work.

3.3.5 The Contractor, his employees and subcontractors, shall be subject to such rules and regulations for the conduct of work as the Architect may establish. The Contractor shall be responsible for the enforcement among his employees of the Architect's instructions.

3.3.6 Contractor shall inspect all material as delivered to the premises and shall reject any material that will not conform with the Contract Documents when properly installed.

1.17 ARTICLE 3, CONTRACTOR, Section 3.4 LABOR AND MATERIALS, ADD the following Subsections at the end of the Section:

3.4.4 The Contractor shall only employ labor on the Project or 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 its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

3.4.4.1 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 arrangements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

3.4.4.2 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.

3.4.5 On receipt of signed Contract, Contractor will be expected to place firm orders with vendors for needed materials. If deemed necessary to assure delivery of materials at times needed, Contractor, with approval of architect, may accept delivery of such materials at any time, and may include cost of such materials in next monthly application for payment, provided such materials have actually been delivered to Contractor and properly stored by him with approval or under direction of Architect either at job site or in an approved storage shed or warehouse.

3.4.5.1: If stored off site, Contractor shall furnish proof of title by Owner and provide adequate insurance coverage.

3.4.5.2: Contractor shall warrant that he has good title to all materials used by him as part of work of this Contract. No materials or supplies shall be purchased by Contractor or any of his subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller.

3.4.5.3: Deliver all materials at such times as will ensure speedy and uninterrupted progress of work.

3.4.5.4: All articles, materials and equipment shall be applied, installed, connected, used cleaned and conditioned in accord with directions of manufacturer unless otherwise specified herein.

1.18 ADD Article 3.4.5

If, after execution of the Contract and prior to submittal of applicable shop drawings, the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may do so in writing and setting forth the following:

- .1 Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .2 Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.
- .3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.
- .4 The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.
- .5 An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein above.

1.19 ADD ARTICLE 3.4.6:

Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions:

- .1 Required for compliance with interpretation of code requirements or insurance regulations then existing.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 Manufacturer/fabricator refuses to certify or guarantee performance or specified product as required.
- .5 When in the judgment of the Owner or the Architect, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

1.20 ADD ARTICLE 3.4.7:

Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

1.21 ARTICLE 3, CONTRACTOR, Subsection 3.5 WARRANTY, shall be REVISED by substituting the word "shall" for the word "may" in the fifth line of the Article.

1.22 ARTICLE 3, CONTRACTOR, Section 3.5, ADD the following Subsections at the end of the Section:

3.5.1 The contractor agrees to assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.5.2 Neither final certificate of payment nor any provision in Contract Documents nor partial or entire occupancy of premises by Owner shall constitute an acceptance of work not done in accordance with Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Upon written notice from Architect, Contractor shall remedy any defects in the work, and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final payment for completed work, or acceptance of any major portion of building. It is understood that Owner will notify Architect of observed defects with reasonable promptness.

3.5.3 The Contractor shall furnish maintenance and twenty-four (24) hour call back service for the equipment provided by him for a period of twelve (12) months after completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents, or negligence not caused by the Contractor or any Subcontractors of any tier.

3.5.4 In emergencies caused by the Contractor's faulty or non-conforming work occurring during the guarantee period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the Work and make any corrections remaining after his forces arrive at the Work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

1.23 ARTICLE 3, CONTRACTOR, Subsection 3.7.2, REVISE by inserting the words "and all other requirements" between the words "orders" and "of" in the second line. The following shall be added to the end of such article:

The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

- 1.24 ARTICLE 3, CONTRACTOR, Subsection 3.7.4, the following shall be added to the end of such article:

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the project.

- 1.25 ARTICLE 3. CONTRACTOR, Subsection 3.9.1, Delete as written and ADD the following Subsection:

Prior to starting the work, the Contractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project through and including final completion. Such designations shall be in writing and provided to the Architect and Owner. The Superintendent shall be in attendance at the Project site throughout the work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, work is stopped by the Owner, or no work is scheduled. The Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within seven days after notification thereof, replace said individual(s) with an individual(s) satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contractor may, at Owner's option, be terminated for cause. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project.

- 1.26 ARTICLE 3, CONTRACTOR, Subsection 3.9.2, ADD the following at the end of the Subsection.

The Contractor shall not change the Superintendent during the course of construction without prior notification of the Architect and Owner in writing.

- 1.27 ARTICLE 3, CONTRACTOR, Section 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES, ADD the following Subsections at the end of the Section:

3.10.4 The construction schedule shall be in a detailed precedence style critical path method (CPM) or primavera type format satisfactory to the Owner and the Architect which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Owner and Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and re-submitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted

construction schedule shall be updated to reflect actual conditions (sometimes referred to in these Supplementary Conditions as progress reports) as set forth in Paragraph 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the state 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.

3.10.5.1 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 Paragraph.

3.10.5.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 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 Paragraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Paragraph 8.3.1, and an equitable adjustment in the Contract Sum if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (2) such rescheduling or postponement is required for the convenience of the Owner.

1.28 ARTICLE 3, CONTRACTOR, Subsection 3.11, ADD the following:

Refer to Specification Section 01700 - Project Closeout for additional provisions on this subject.

1.29 ARTICLE 3, CONTRACTOR, Section 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, ADD the following Subsection:

3.12.1.1 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and other materials, systems or equipment that are expected to operate at the project site. The certification shall be based on performance under the operating conditions generally prevailing or expected at the Project site. The Architect shall be entitled to rely upon the accuracy and completeness of such certificates.

1.30 ARTICLE 3, CONTRACTOR, Section 3.13 USE OF SITE, ADD the following:

3.13.1 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.

3.13.2 The Contractor and any entity for whom the Contract is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

3.13.3 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 other 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.

3.13.4 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 compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements 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.

1.31 ARTICLE 3, CONTRACTOR, Subsection 3.15.1, ADD the following:

3.15.1.1 Refer to Specification Section 017700 – Closeout Procedures for additional provisions on this subject.

1.32 ARTICLE 3, CONTRACTOR, Section 3.18 INDEMNIFICATION, ADD the following:

3.18.3 The Contractor's indemnity obligations under this Paragraph 3.18.1 shall, but not by the way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants, and agents and employees of any of them under the Labor Law of the State of New York, and similar laws of other state or governmental bodies having jurisdiction; and further, against claims and judgments arising from violation of public ordinances and requirements of governing execution of the Work. The Owner, the Architect, the Architect's

consultants and each of their respective agents and employees are sometimes referred to collectively as the "Indemnities."

3.19 ADD SITE CONDITIONS INVESTIGATED

Subparagraph 3.19.1 Add the following:

3.19.1 The Contractor acknowledges he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under the Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility of successfully performing work.

3.20 ADD EXISTING FEATURES AND UNDERGROUND DATA

Subparagraph 3.20: Add the following subparagraphs:

3.20.1 The location of existing features shown on plans is intended for general information only. The Contractor is responsible for making an accurate determination of the location of all structures which are reasonably observable, and shall not be entitled to any extra payment due to difficulties or distances encountered in the Work which would have been foreseeable thereby.

3.20.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others, information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness.

1.33 ARTICLE 4, ARCHITECT, Subparagraph 4.1.2:

Delete the word "Contractor".

ADD the following:

4.1.4 The term Architect refers to the firm of **LABELLA ASSOCIATES, D.P.C.**

4.1.5 Any reference in the Contract Documents to the Architect taking action or rendering a decision within a "reasonable time" is understood to mean no more than two (2) weeks.

1.34 ARTICLE 4, ARCHITECT, Section 4.2 ADMINISTRATION OF THE CONTRACT, REVISE as follows:

4.2.1 Insert the words "and with the Owner's concurrence , from time to time during the one-year period for correction of Work described in Section 12.2." at the end of the first sentence.

4.2.2 Following the word "completed," in the second line, insert "to endeavor to guard the Owner against defects and deficiencies in the Work,"

4.2.11 The first sentence of paragraph 4.2.11 shall be deleted and replaced with the following: "The Architect will interpret and decide matters concerning the Contractor's performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor."

4.2.12 Delete the last sentence and substitute the following: "When making such interpretations and decisions, the Architect will not show partiality to either the Owner or the Contractor."

4.2.13 Delete 4.2.13 in its entirety.

- 1.35 ARTICLE 5, SUBCONTRACTORS, Subsection 5.2.1, DELETE the first sentence and ADD the following in its place:

Not later than fourteen (14) days subsequent to the full execution of the Agreement, the Contractor shall furnish the Owner and the Architect, in writing, with (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor.

- 1.36 ARTICLE 5, SUBCONTRACTORS, Subsection 5.2.3, DELETE the second sentence and ADD the following in its place:

The Contract Sum shall be increased by the lesser of the following: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect exceeds the amount set forth in the Schedule of Values which is applicable to the Work covered by such subcontract.

- 1.37 ARTICLE 5, SUBCONTRACTORS, Section 5.3, ADD the following:

All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract, attached to the Agreement and made a part thereof as Exhibit A, and shall specifically provide that the Owner is an intended third party beneficiary of such subcontract.

- 1.38 ARTICLE 5, SUBCONTRACTORS, subsection 5.4.2, DELETE and ADD the following:

5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

- 1.40 ARTICLE 6, CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS, ADD the following:

6.1.5 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

- 1.41 ARTICLE 7, CHANGES IN THE WORK, Subsection 7.1.3. ADD the following:

Except as permitted in Section 7.3, 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 the Owner has been unjustly enriched by any alteration 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.

- 1.42 ARTICLE 7, CHANGES IN THE WORK, Section 7.1 GENERAL, ADD the following:

7.1.4 If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Architect.

7.1.5 Cost shall not be allowed in excess of usual rentals charged in area for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on site is required for change in work only, cost of transporting equipment to and from site will be allowed.

- 1.43 ARTICLE 7, CHANGES IN THE WORK, Section 7.2, ADD the following:

7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for payment as if such Work were originally part of the Contract Documents.

- 1.44 ARTICLE 7, CHANGES IN THE WORK, Subsection 7.3.7.3, ADD the following:

Unless otherwise established in the Contract, (1) the rental value of the Contractor's own equipment shall be not more than ten percent (10%) above the rates in the current edition "Compilation of Rental Rates for Construction Equipment" prepared by Associated Equipment Distributors, Oak

Brook, Illinois, and (2) the aggregate amounts charged to the Owner for such equipment shall not exceed ten percent (10%) above the fair market value.

1.45 ARTICLE 7, CHANGES IN THE WORK, Section 7.1, ADD the following:

7.1.6 For any adjustments to the Contract Sum which are based on other than the unit prices method, the Contractors agrees to charge, and accept, as payment for overhead and profit, the following percentages of costs attributable to the change in the Work:

- .1 Ten percent (10%) for Work by the Contractor not involving Subcontractors;
- .2 Five percent (5%) for Work by Subcontractors;
- .3 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.
- .4 For additional Work ordered as described above which will be executed by Subcontractors, it is agreed Subcontractors will be permitted to charge ten percent (10%) for work not involving Sub-subcontractors and five (5%) for work by Sub-subcontractors. The contractor may add 5% to the net Subcontract amount.

7.1.7 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

1.46 ARTICLE 8, TIME, Subsection 8.3.1, DELETE all the language in the Subsection following word "Order" in the sixth line and ADD the following:

to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was nor or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will not be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay and (3) is of a duration not less than one (1) day.

1.47 ARTICLE 8, TIME, Subsection 8.3.3, DELETE entire Subsection and ADD the following:

8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in 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 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 costs, 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 active interference with the Contractor's performance of the Work.

1.48 ARTICLE 8, TIME, Section 8.3 DELAYS AND EXTENSION OF TIME, ADD the following:

8.3.4 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.

1.49 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.2 SCHEDULE OF VALUES, SUBSTITUTE the words "Upon full execution of the Agreement" for the words "Before the first Application for Payment" in the second line of this Section.

1.50 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.2, ADD the following subsection:

9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of the Work (listing labor and material separately), (2) total value, (3) percent of the Work completed to date, (4) value of Work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed and (8) value of Work completed to date. Any trade breakdown which fails to include sufficient detail, is unbalanced or exhibits "front-loading" of the value of the Work shall be rejected. If trade breakdown had been initially approved and subsequently used, but later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

1.51 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.3 APPLICATION FOR PAYMENT, DELETE subsection 9.3.1 and ADD the following subsection 9.3.1:

9.3.1 At least twenty five (25) days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Applications for payment must include (add and/or deduct) adjustments to the Lump Sum of the Contract resulting from work performed under approved Change Orders (specified under Article 7) and shall be shown separately on the application for previous and current periods. (Separate applications for payment shall be submitted for each building involved in the project.) Provide one copy of certified payroll with each application for Owner's record as required by law.

1.52 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.3.1, ADD the following subparagraphs:

9.3.1.3 Each application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

(1) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and materialmen with whom the Contractor has entered into

subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and materialmen;

(2) duly executed waivers of mechanics' and materialmen's liens from all Subcontractors and, when appropriate, from materialmen and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and

(3) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect. If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

9.3.1.4 The Contractor shall also comply with the following specific requirements:

.1 The aggregate cost of materials stored off site shall not exceed (\$500,000) at any time without written approval of the Owner.

.2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings and UCC searches.

.3 With each application for Payment, the Contractor shall submit to the 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.

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

.5 Representatives of the Owner and the Lender shall have the right to make inspections of the storage areas at any time.

.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the satisfaction of the Owner and the Lender, (2) specifically marked for use on the Project, and (3) segregated from other materials at the storage facility.

1.53 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.3, ADD the following subsections:

9.3.4 The Contractor further expressly undertakes to defend the Indemnities, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Indemnities as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnities (referred to collectively as liens in this Paragraph 9.3.3). The Contractor hereby agrees to indemnify and hold Indemnities harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

9.3.5 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Indemnities. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

9.3.6 The Contractor agrees to waive any right which it may have to assert a mechanic's or other lien against the Project site and any improvements thereon, including, without limit, the Work itself. Furthermore, the Contractor will cause a similar provision, waiving any right to a mechanic's or other lien against the property, to be included in all of its subcontracts, any subcontracts and all contracts with material suppliers. Upon execution of the Agreement, the Contractor shall also execute the waiver of lien attached to the Agreement and made a part thereof as an Exhibit.

9.3.7 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or materialmen's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payments so made.

1.54 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.5, ADD the following subsection:

9.5.4 Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to protect itself against damages incurred or which may be incurred as the result of the Contractor's breach of Contract or negligence, including, but not limited to, the items set forth in Paragraph 9.5.1.

1.55 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.6.1, ADD the following to the beginning of subsection 9.6.1:

Certificates for Payment shall be issued monthly if work is progressing satisfactorily and if application for payment has been submitted. Certificate shall not exceed 95% of the value of the labor and materials furnished and incorporated in the building. A.I.A. Form G-702, Application for Payment, with the exception of the first, shall be notarized by a duly authorized notary public so licensed in the State of New York.

Final Certificates will not be issued until: (1) Labor and materials required under the Contract have been furnished and completed and all accounts for extra work, materials and allowances for omissions having been rendered, audited, and agreed to and incorporated in such Certificate and (2) A.I.A. Document G-706, Contractors Affidavit of Payments of Debts & Claims, and G-706A, Contractors Affidavit of Release of Liens, (3) A.I.A. Document G-707, Consent of surety to final payment, have been completed and approved by Architect and Owner.

Within seven (7) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of his subcontractors and material men for work performed and/or materials furnished by them

as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a subcontract with the Contractor, the subcontractor is unable or unwilling to provide a performance bond and labor and material bond both in the full amount of the subcontract at the request of the Contractor. The Contractor shall not retain portions of proceeds owed the subcontractor and/or material man from the Owner's payment to the Contractor for the "contract balance". Similar provisions apply to the subcontractor and/or material man paying each of his subcontractors and material man from a contractor, nor creates any relationship in contract or otherwise, implied or expressed, between the subcontractor and material man and the Owner.

1.56 ARTICLE 9, PAYMENTS AND COMPLETION, subsection 9.6.2, ADD the following:

Notwithstanding anything in this Paragraph 9.6.2 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (1) contract between the Owner and a subcontractor of any tier, (2) obligations from the Owner to such subcontractor, or (3) rights in such subcontractor against the Owner.

1.57 ARTICLE 9, PAYMENTS AND COMPLETION, Section 9.7, DELETE Section 9.7 and ADD the following Section 9.7:

9.7 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

1.58 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.8.1, DELETE Subsection 9.8.1 and ADD the following Subsection 9.8.1:

9.8.1 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Substantial Completion shall not be deemed to exist until the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, or any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the project and the Contractor, Architect and Owner have agreed upon a schedule to provide the Owner with all as built drawings, operating manuals and warranties. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Architect and Contractor and shall state their respective responsibilities for security, maintenance, heat utilities, damage to the Work and insurance. This Certificate shall also list the

items to be completed or corrected together with a price for each item and a time for their completion and correction.

1.59 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.8.2, REVISE the following:

After the word "list" in the second line of Paragraph 9.8.2, delete the words "of items to be completed or corrected" and insert the words "which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work". The remainder of sentence and subsection 9.8.2 shall remain unchanged.

1.60 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.10.1, ADD the following:

All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect 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.

1.61 ARTICLE 9, PAYMENTS AND COMPLETION, Subsection 9.10.2, ADD the following:

Upon demand by the Owner, Contractor shall provide and file bond for discharge of any lien, as required by Lien Law, State of New York, Section 21, Paragraph 5.

1.62 ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY, Subsection 10.2.3, ADD the following:

The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

1.63 ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY, ADD the following to subsection 10.2.8 and add subsection 10.2.9:

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 by any cause.

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

1.64 ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY, Subsection 10.3.2, ADD the following:

The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialmen or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

- 1.65 ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY, Section 10.3, DELETE Subsections 10.3.3 and 10.3.6.
- 1.66 ARTICLE 11, INSURANCE AND BONDS, DELETE Subsections 11.1.2 and 11.1.3, ADD the following
- 11.1.2 The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the OWNER'S approval prior to OWNER'S signing of contract(s).
- .1 "Certificate Holder" shall be: Cattaraugus County
Attn: Name
County of Cattaraugus
8810 Route 242
Little Valley, NY 14755
- .2 Coverage must comply with all specifications of the contract.
- .3 All insurance documents must be executed with *authorized* signatures.
- .4 The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least sixty (60) days advance written notice will be given to the Certificate Holder, and the Contractor's liability policies referenced here must be so endorsed. **A copy of such endorsement (s) must be furnished to the Certificate Holder.**
- .5 Failure of the Owner to object to the Contractor's failure to furnish a certificate or other evidence of the required insurance coverages or object to any defect in such certificate or other evidence shall not be deemed a waiver of Contractor's obligation to furnish the insurance coverages described herein.
- .6 The Contractor's liability and indemnification of the Owner shall not be relieved nor diminished by the Contractor securing insurance coverage in accordance with the Owner's policies. Any approval by the Owner of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance.

The CONTRACTOR agrees:

To secure and maintain, at CONTRACTOR'S own expense, all insurance coverage required herein from one or more insurance companies which are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A XI or better. The CONTRACTOR'S insurance shall include the following, and shall be written with limits no less than hereinafter specified:

11.1.3 COMMERCIAL GENERAL LIABILITY

Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations, products & completed operations, and contractual liability, all with a per project aggregate endorsement.**

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

Coverage for **the Explosion, Collapse, and Underground Property Damage** hazards will be provided.

If the CONTRACTOR'S work on this project will involve handling or disturbance of asbestos and lead paint, the CONTRACTOR shall provide asbestos abatement and lead abatement liability insurance applicable to this hazardous operation, covering both ongoing operations and products & completed operations, at limits not less than:

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

Coverage as outlined above and in the Excess Liability or Umbrella Liability policy or coverage section shall also apply to the following as **ADDITIONAL INSURED** on a primary and non-contributory basis:

Cattaraugus County and its officers, employees, agents and elected officials are hereby named as Additional Insured." LaBella Associates, D.P.C. shall be added as additional insured as well.

This Additional Insured coverage must be effected through the use of either Form CG 20 26, or Form CG 20 10 (11/85 edition), or CG 20 10 (3/97 edition) and CG 2037 together. The 3/07 edition of CG 20 10 alone is NOT acceptable. Equivalent language must be used to affect this coverage in the Umbrella/Excess Liability policy, as well. The Certificate of Insurance must clearly state how coverage is affected in the Umbrella/Excess Liability layer. **Certificates of Insurance must show the form numbers that are used to affect all of the Additional Insured coverages. A copy of the actual policy language that affects this coverage in each policy must be provided to the OWNER with the Certificate of Insurance.**

NOTE that all Products & Completed Operations coverages MUST be maintained in force for a minimum of 2 years following Final Completion of the Project.

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the CONTRACTOR as the Owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract.

Combined Single Limit	\$1,000,000
Hired and Non Owed Auto	\$ 500,000 Per Person BI

EXCESS LIABILITY AND/OR UMBRELLA LIABILITY COVERAGE

Each Occurrence	\$1,000,000 Per Accident BI
Aggregate	\$ 500,000 PD Split Limits

OWNER'S PROTECTIVE LIABILITY POLICY, with XCU exclusion deleted.

Name Insured: Cattaraugus County

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

NOTE: In addition to the Certificates of Insurance and accompanying documents, the Contractor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) which amend these coverages or limits.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, including coverage required by the laws of New York State as further described herein.

WORKERS' COMPENSATION REQUIREMENTS UNDER WCL §57

To Comply with coverage provisions of the Workers' Compensation Law, business must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing Section 57 of the Workers' Compensation Law, businesses requesting permits or seeking to enter into contracts **MUST** provide ONE of the following forms to the government entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities And Any Out of State Entities with No employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
WC/DB-1-1 Affidavit That An OUT OF STATE OR FOREIGN EMPLOYER Working in New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage, OR
(Affidavits must be stamped as received by the NYS Workers' Compensation Board)
Forms WC/DB-100 and WC/DB-101 are available on the Board's website, www.wcb.state.ny.us, under the heading "Common forms Online." They may also be obtained by writing any District Office of the Workers' Compensation Board.

- B) C-105.2 – Certificate of Workers' Compensation Insurance (the business insurance carrier will send this form to the government entity upon request) PLEASE **NOTE:** The State Insurance Fund provides its own version of the form, the U-26.3; OR
- C) SI-12 – Certificate of workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), OR gsi-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WCL §220 SUBD 8

To comply with coverage provisions of the Disability Benefits Law, businesses may:

- (A) be legally exempt from obtaining disability benefits insurance coverage; or
- (B) obtain such coverage from insurance carriers; or
- (C) be self-insured

Accordingly, to assist State and municipal entities in enforcing Section 220 Subd. 8 of the Disability Benefits Law, businesses, requesting permits or seeking to enter into contracts **MUST** provide **ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit for New York Entities And Any Out of State Entities With No employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN employer Working in New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage, **OR**
(Affidavits must be stamped as received by the NYS Workers' Compensation Board) ***Forms WC/DB-100 and WC/DB-101 are available on the Boards' website, www.wcb.state.ny.us; under the heading "Common Forms Online." They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.***
- B) Either the DB-120.1 – Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the business' insurance carrier will send one of these forms to the government entity upon request); **OR**
- C) DB-155 – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

1.67 ARTICLE 11.2, OWNER'S LIABILITY INSURANCE
Delete in its entirety.

1.68 ARTICLE 11.3 PROPERTY INSURANCE
Delete all subsections in its entirety.

1.69 ARTICLE 11, INSURANCE AND BONDS, Subsection 11.4, PERFORMANCE BOND AND PAYMENT BOND, DELETE entire Section and SUBSTITUTE the following:

11.4 PERFORMANCE BOND AND PAYMENT BOND: The Contractor shall furnish a Performance Bond and Labor and Material Bond meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, with 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 Bonds shall be executed by a responsible surety licensed in the State of New York, with a Best's rating of no less than A/VI or should be included on the Department of the Treasury's Listing of Approved Sureties with an underwriting limit of at least \$750,000 and shall remain in effect of a period not less than (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete 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 indicated the monetary limit of such power;
- .5 Every Bond under this Paragraph 11.4.1 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, does not exceed ten percent (10%) of the Contract Sum. Except as to increases in the Contract Sum in excess of the percentage set forth above in this Clause 11.4.1.5(1), any other addition, alteration, 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 the Surety of such matters is hereby waived.

(2) Surety further agrees that in 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 detail) to be given to the Owner, and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of 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 Lender and the Owner.

(3) Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

11.4.1 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interests, privileges and benefits under any pursuant to any bond issued in connection with the Work.

11.4.2 Additional performance and payment bonds may be required by the Owner, in the Owner's discretion, from any Subcontractor whose Subcontract exceeds One Hundred Thousand Dollars (\$100,000.00). The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

1.70 ARTICLE 11, INSURANCE AND BONDS, ADD the following:

11.5 General Requirements

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

1.71 ARTICLE 12, UNCOVERING AND CORRECTION OF WORK, Subsection 12.2.2, ADD the following to the end of the Subsection:

.1 The obligations under Paragraph 12.2 shall cover any repair 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 this Paragraph 12.2., the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence.

1.72 ARTICLE 13, MISCELLANEOUS PROVISIONS, Section 13.5, ADD the following:

13.5.7 Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

13.5.8 Test specimens will be submitted to an independent laboratory designated by the Architect. Test data will be furnished to the Contractor by the Architect.

1.73 ARTICLE 13, MISCELLANEOUS PROVISIONS, Section 13.7, DELETE in its entirety.

1.74 ARTICLE 13, MISCELLANEOUS PROVISIONS, ADD the following Section to this Article:

13.8 General Provisions

13.8.1 All personal pronouns used in this Contract, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, paragraphs, and subparagraphs are for convenience only, and neither limit nor amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter to the specific items or matters set forth

immediately following such word or to similar items or matters, whether or not non-limiting language (such works as "without limitation," or "But not limited to." or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

13.8.2 Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

13.8.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

13.8.4 Any specific requirement in this Contract that the responsibilities or obligations or the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

1.75 ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Subsection 14.1.1, DELETE .3, .4.

1.76 ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Subsection 14.1.4, ADD the following:

Following the word "days" in the first line, add "or if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount equal to the Contract time or 120 days in any one (1) year period."

1.77 ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Subsection 14.2.1, ADD the following:

14.2.5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.

14.2.6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents.

14.2.7 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Subsection 14.2.2, Following the word "Owner" in the first line, DELETE "upon certification by the Initial Decision Maker that sufficient cause exists to justify such action ,"

1.78 ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Subsection 14.3.2, DELETE in its entirety.

1.79 ARTICLE 14, TERMINATION AND SUSPENSION OF THE CONTRACT, Section 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE, DELETE the entire Subsections and ADD the following:

14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

14.4.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- .1 cease operation as specified in the notice;
- .2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .3 terminate all subcontracts and orders to the extent they relate to the Work terminated;
- .4 proceed to complete the performance of Work not terminated; and
- .5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

1.80 ARTICLE 15, CLAIMS AND DISPUTES, Subsection 15.1.3, CONTINUING CONTRACT PERFORMANCE, ADD to the end of the first sentence:

; provided, however, that the claimant shall use its best efforts to furnish the Architect and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Architect and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim.

- 1.81 ARTICLE 15, CLAIMS AND DISPUTES, Subsection 15.1.4, CLAIMS FOR ADDITIONAL COSTS, ADD the following:

15.1.4.1 All written claims for damages or extra work shall include times of occurrence, location and other identifying factors and shall be supported if so required by Architect by letters, journals, or diaries, instructions, vouchers, or other pertinent or applicable records.

15.1.4.2 Owner shall not be liable to any Contractor or Subcontractor for damages caused by any breach of Contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of work.

- 1.82 ARTICLE 15, CLAIMS AND DISPUTES, Subsection 15.1.6, CLAIMS FOR CONSEQUENTIAL DAMAGES, DELETE in its entirety and replace with the following:

The Contractor waives all claims for consequential damages arising out of or relating to this Contract.

- 1.83 ARTICLE 15, CLAIMS AND DISPUTES, Subsection 15.2.5, DELETE the following words from the last sentence: "but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution."

- 1.84 ARTICLE 15, CLAIMS AND DISPUTES, Subparagraph 15.2.6 and Subparagraph 15.2.6.1, DELETE in entirety

- 1.85 ARTICLE 15, CLAIMS AND DISPUTES, Subsections 15.3 MEDIATION and 15.4 ARBITRATION, DELETE in their entirety and ADD the following:

15.3 The Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. **Any reference herein to arbitration and or mediation is deemed void.**

- 1.86 ARTICLE 15, CLAIMS AND DISPUTES, Subsection 15.1.2 NOTICE OF CLAIMS, DELETE in its' entirety.

Add to the end of Article 15, the following Sub-paragraph:

15.5

No term or provision of Article Fifteen (15), or any other term or provision of the Contract Documents, shall in any way diminish the right of the Owner to commence an action against the Contractor or any other party in a court of law. Notwithstanding any and all terms or provisions of the Contract Documents, the Owner retains all of its legal rights without limitation, to commence any lawsuit in a court of law within the limitations period prescribed by law. No term or provision of the Contract Documents shall shorten the statutory limitations period that applies to the commencement of a lawsuit that the Owner may initiate in a court of law. No term or provision of the Contract Documents shall impose any condition(s) precedent to the commencement by the Owner of a lawsuit in a court of law. The terms and provisions of this paragraph shall supersede, and be effective notwithstanding, any contrary or inconsistent terms or provisions of the Contract Documents.

END OF SECTION 000810

SECTION 000830 – WAGE RATE DETERMINATION SCHEDULE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Prevailing Wage Rate Schedule located on the New York State Department of Labor website at:
<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1321779>

1. NYSDOL PRC#: **2016009920**

- B. In the event that the prevailing wage rates or supplements change after the Bids have been opened, prior to the Contract being let, an updated schedule will be obtained by the Architect. Said updated schedule will be transmitted to the Contractor by the Owner. Each workman, laborer, or mechanic shall be paid or provided not less than the new updated rates. The Contractor is responsible for obtaining updated schedules after the Contract is let.
- C. The Owner will not be responsible for any of the Contractor's increased labor costs which result from defects in the Wage Rate Schedule provided on the website or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the Contract, after the Contract has been let, or during construction. No change in the contract price shall be allowed to the Contractor for any such increases.

END OF SECTION 000830

CATTARAUGUS COUNTY
DEPARTMENT OF PUBLIC WORKS
8810 Route 242
Little Valley, NY 14755

NON-BIDDER/PROPOSER RESPONSE

PROPOSAL TITLE:

The Cattaraugus Department of Public Works is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to Dawn Smith, e-mail: dsmith@cattco.org.

- ☐ Could not meet the Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to company.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Contact Email: _____ Phone: _____

Address: _____

**Cattaraugus County
Vendor Responsibility Form**

The Office of the State Comptroller requires that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the County against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the following questions. This form **must** be returned with your bid submission in order for your bid to be ruled responsive.

Within the past five (5) years has your firm, any affiliate, any predecessor or company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

A.	An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?	Yes	No
B.	A government suspension or debarment, rejection of any bid or disapproval of any proposed sub-contract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?	Yes	No
C.	Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed “serious or willful?”	Yes	No
D.	A consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?	Yes	No
E.	A finding of non-responsibility by a governmental agency or Authority for any reason.	Yes	No

If yes to any of the above, please provide details regarding the finding. ENTITY

ENTITY MAKING FINDING: _____

YEAR FINDING: _____

BASIS OF FINDING: _____

(Attached additional sheets if necessary)

Offerer Certification:

I certify that all information provided to Tompkins County with respect to State Finance Law §139-k is complete, true and accurate.

Name: _____ Title: _____

Company Name: _____

Company Address: _____

Signature: _____

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

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

- B. Related Requirements:

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

1.3 PROJECT INFORMATION

- A. Project Identification: **Cattaraugus County - Court Room Renovation.**

- 1. Project Location: **Cattaraugus County Court
3rd Floor, 303 Court Street,
Little Valley, NY 14755**

- B. Owner: **Cattaraugus County.**

- 1. Owner's Representative: **Mark Burr**

- C. Architect: **LaBella Associates, DPC
300 State Street, Suite 201
Rochester, NY 14614**

- D. Project Coordinator for Multiple Contracts: Owner's Representative shall serve as Project Coordinator.

- E. Web-Based Project Software: Project software administered by Architect will be used for purposes of managing communication and documents during the construction stage.
 - 1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The project will consist of interior renovations of approximately 3,000 sq. ft. of existing interior space of the Cattaraugus County Court Room. Demolition of walls and ceilings, asbestos abatement of floor tiles and heating/duct joints as indicated. Construction of new walls, Judges Bench and minor plumbing, HVAC and Electrical work and other Work indicated in the Contract Documents.
- B. Type of Contract:
 - 1. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 "Multiple Contract Summary" for a description of work included under each of the multiple contracts and for the responsibilities of Project coordinator. Contracts for this Project include the following:
 - a. General Contractor
 - b. Mechanical Contractor
 - c. Electrical Contractor
 - 2. The Contract Documents consist of: drawings, specifications, addenda noted within.
 - a. List of Specifications: **See Project Manual Section 000010 – Table of Contents**
 - b. List of Drawings: **See the List of Drawings on Project 2161216, Drawing G-001. All Drawings included in the Drawing Index are integral to All Contractors.**

1.5 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways, parking, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: As approved by Owner.

2. Early Morning Hours: As approved by Owner.
 3. Hours for Utility Shutdowns: As approved by Owner.
 4. Hours for Core Drilling: As approved by Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner's Representative; Brian Bingerman, Maintenance Supervisor, not less than 72 hours in advance of proposed utility interruptions.
 2. Obtain Owner's Representative's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner's Representative; Brian Bingerman, Maintenance Supervisor, not less than 72 hours in advance of proposed utility interruptions.
 2. Obtain Owner's Representative's written permission before proceeding with utility interruptions.
- E. Restricted Substances: Use of tobacco products and other controlled on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Requirements:
 - 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
 - 2. Section 013100 "Project Management and Coordination" for general coordination requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 PROJECT COORDINATOR

- A. Project coordinator shall be responsible for coordination between the General Construction Contract, HVAC Contract & Electrical Contract.
- B. Owner's Representative shall act as Project Coordinator, unless otherwise identified.

1.5 PROJECT COORDINATOR RESPONSIBILITIES

- A. Project coordinator shall perform Project coordination activities for the multiple contracts, including, but not limited to, the following:
 - 1. Provide typical overall coordination of the Work.
 - 2. Coordinate shared access to workspaces.

3. Coordinate product selections for compatibility.
4. Provide overall coordination of temporary facilities and controls.
5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
6. Coordinate construction and operations of the Work with work performed by each Contract.
7. Prepare coordination drawings in collaboration with each contractor to coordinate work by more than one contract.
8. Coordinate sequencing and scheduling of the Work. Include the following:
 - a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
 - 1) Distribute copies of approved schedules to contractors.
9. Provide photographic documentation.
10. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
11. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
12. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site.
13. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
14. Coordinate cutting and patching.
15. Coordinate protection of the Work.
16. Coordinate firestopping.
17. Coordinate completion of interrelated punch list items.
18. Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
19. Print and submit Record Documents if installations by more than one contractor are indicated on the same Contract Drawing or Shop Drawing.
20. Collect record Specification Sections from contractors, collate Sections into numeric order, and submit complete set.
21. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.

1.6 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 2. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.

3. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of each contract for its own work.
 4. Painting for the work of each contract shall be the work of the General Construction Contract.
 5. Cutting and Patching: Provided under each contract for its own work.
 6. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
 7. Contractors' Startup Construction Schedule: Within five working days after startup horizontal bar-chart-type construction schedule submittal has been received from Project coordinator, submit a matching startup horizontal bar-chart schedule showing construction operations sequenced and coordinated with overall construction.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
1. Project coordinator shall coordinate substitutions.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:
1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 4. Its own storage and fabrication sheds.
 5. Temporary enclosures for its own construction activities.
 6. Staging and scaffolding for its own construction activities.
 7. General hoisting facilities for its own construction activities, up to 2 tons (2000 kg).
 8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 9. Progress cleaning of work areas affected by its operations on a daily basis.
 10. Secure lockup of its own tools, materials, and equipment.
 11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Use Charges: Comply with the following:
1. Sewer Service, Water Service, Electric Power Service to be provided by Owner.

1.7 GENERAL CONSTRUCTION CONTRACT

- A. Work of the General Construction Contract includes, but is not limited to, the following:
1. Remaining work not identified as work under other contracts.
 2. Selective demolition.
 3. Interior construction, including partitions, doors, interior glazed openings, and fittings.

4. Fire-protection specialties.
5. Railings and finishes.
6. Interior finishes, finish carpentry, architectural woodwork, interior specialties, and floor and ceiling finishes.
7. Miscellaneous items, including painting of mechanical and electrical work.
8. Furnishings, including casework and seating.
9. Prepare combined Contractors' Construction Schedule for entire Project. Base schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.

- 1) Submit schedules for approval.

- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:

1. Temporary facilities and controls that are not otherwise specifically assigned to the other Contractors.
2. Project identification and temporary signs.
3. General waste disposal facilities.
4. Temporary fire-protection facilities.
5. Barricades, warning signs, and lights.

1.8 HVAC CONTRACT

- A. Work of the HVAC Contract includes, but is not limited to, the following:

1. HVAC systems and equipment.
2. HVAC instrumentation and controls.
3. HVAC testing, adjusting, and balancing.
4. Building automation system.
5. Mechanical connections to equipment furnished by the General Construction Contract, HVAC Contract, Electrical Contract and Owner.

1.9 ELECTRICAL CONTRACT

- A. Work of the Electrical Contract includes, but is not limited to, the following:

1. Electrical service and distribution.
2. Interior lighting.
3. Communication and security.
4. Special electrical systems, including the following:
 - a. Uninterruptible power supply systems.
 - b. Packaged engine generator systems.
 - c. Battery power systems.
 - d. Cathodic protection.
 - e. Electromagnetic shielding systems.
 - f. Lightning protection systems.
 - g. Unit power conditioners.

- h. Power generation systems.
- 5. Electrical connections to equipment furnished by the General Construction Contract, HVAC Contract, Electrical Contract and Owner.
- B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
 - 1. Electric power service and distribution.
 - 2. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, HVAC Contract, Electrical Contract and Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section.

Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

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

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
 - 5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 011000 "Summary."

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 6. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
 7. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 8. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Request for Information (RFIs).
 - 4. Digital project management procedures.
 - 5. Project Website
 - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
 8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 9. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
 10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Preparation Format: DWG, Version, operating in Microsoft Windows operating system.
 3. File Submittal Format: Submit or post coordination drawing files using PDF format.

1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.

- f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Web-Based Project Software: Use Architect's web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
 - 1. Web-based Project software site includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.

3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.9 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.

- y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for completing sustainable design documentation.
 - f. Requirements for preparing operations and maintenance data.
 - g. Requirements for delivery of material samples, attic stock, and spare parts.
 - h. Requirements for demonstration and training.
 - i. Preparation of Contractor's punch list.
 - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - k. Submittal procedures.
 - l. Coordination of separate contracts.
 - m. Owner's partial occupancy requirements.
 - n. Installation of Owner's furniture, fixtures, and equipment.
 - o. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 - 1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect/Engineer's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect/Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
 4. Architect/Engineer will review up to (2) iterations of the same submittal. If additional reviews are required then the contractor will compensate the Architect/Engineer for their time through Payment Reviews.
 - a. If, after (2) product submissions, an approved submittal cannot be accomplished then the specified product will be provided.
- D. Identification and Information: **Architects Submittal Cover Sheet.**
 1. Provide Architect's Submittal Cover Sheet located in the appendix of this Project Manual with each submittal. Completely fill out all of the requested information shown on the form.
 2. This form will be available electronically upon request.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer will return submittals, without review, received from sources other than Contractor.
 1. Transmittal Form: Approved by Architect.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- I. Use for Construction: Use only final submittals that are marked with approval notation from Architect/Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect/Engineer will return two copies.
3. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect/Engineer will not return copies.
4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. Three bond copies of each submittal. Architect/Engineer will retain one copy; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from

manufacturer's product line. Architect/Engineer will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 1. Submit subcontract list in the following format:
 - a. PDF electronic file.
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architect/Engineers and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER'S ACTION

- A. General: Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.

- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "A/E (Architect/Engineer)": The person or entity contracted by the Owner for Professional Services in regards to preparation of design documents, evaluation, review and guidance of the project. Also referred to as LaBella Associates, D.P.C.
- C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Clerk of the Works (CW)": The person or entity contracted by the Owner, for representation on site for the Owner, to ensure that work is carried out to the standards, specification and schedule. Verification of the correct materials scheduled for use and workmanship are used.
- E. "Construction Administrator (CA)": The primary role of the Administrator is to represent the Architect/Engineer in project meetings and other field matters relating to the construction of the project.
- F. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- G. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- H. "Owner": The person or entity recognized by the law as having the ultimate control over, and right to use, property as long as the law permits and no agreement or Covenant limits his or her rights. Also referred to as Cattaraugus County.
- I. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- J. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

- K. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- L. "Provide": Furnish and install, complete and ready for the intended use.
- M. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 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. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 10. AF&PA - American Forest & Paper Association; www.afandpa.org.

11. AGA - American Gas Association; www.aga.org.
12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
14. AI - Asphalt Institute; www.asphaltinstitute.org.
15. AIA - American Institute of Architects (The); www.aia.org.
16. AISC - American Institute of Steel Construction; www.aisc.org.
17. AISI - American Iron and Steel Institute; www.steel.org.
18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
20. ANSI - American National Standards Institute; www.ansi.org.
21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
22. APA - APA - The Engineered Wood Association; www.apawood.org.
23. APA - Architectural Precast Association; www.archprecast.org.
24. API - American Petroleum Institute; www.api.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPAA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
48. CDA - Copper Development Association; www.copper.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
51. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
53. CGA - Compressed Gas Association; www.cganet.com.

54. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
55. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
56. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
58. CPA - Composite Panel Association; www.pbmdf.com.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
68. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
69. DHI - Door and Hardware Institute; www.dhi.org.
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
72. ECIA ? Electronic Components Industry Association; www.eciaonline.org
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - F?d?ration Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - F?d?ration Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
98. ICC - International Code Council; www.iccsafe.org.
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.

101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
102. IEC - International Electrotechnical Commission; www.iec.ch.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
107. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
108. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
109. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
114. ISO - International Organization for Standardization; www.iso.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
118. LMA - Laminating Materials Association; (See CPA).
119. LPI - Lightning Protection Institute; www.lightning.org.
120. MBMA - Metal Building Manufacturers Association; www.mbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
122. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
123. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
124. MHIA - Material Handling Industry of America; www.mhia.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
127. MPI - Master Painters Institute; www.paintinfo.com.
128. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
129. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
131. NADCA - National Air Duct Cleaners Association; www.nadca.com.
132. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
133. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
134. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
136. NEBB - National Environmental Balancing Bureau; www.nebb.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
138. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
142. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.

143. NFPA - NFPA International; (See NFPA).
144. NFRC - National Fenestration Rating Council; www.nfrc.org.
145. NHLA - National Hardwood Lumber Association; www.nhla.com.
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
148. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
153. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
154. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
155. NWFA - National Wood Flooring Association; www.nwfa.org.
156. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
157. PDI - Plumbing & Drainage Institute; www.pdionline.org.
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
159. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
160. RFCI - Resilient Floor Covering Institute; www.rfci.com.
161. RIS - Redwood Inspection Service; www.redwoodinspection.com.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldoor.org.
166. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
168. SIA - Security Industry Association; www.siaonline.org.
169. SJI - Steel Joist Institute; www.steeljoist.org.
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
174. SPIB - Southern Pine Inspection Bureau; www.spib.org.
175. SPRI - Single Ply Roofing Industry; www.spri.org.
176. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
177. SSINA - Specialty Steel Industry of North America; www.ssina.com.
178. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
179. STI - Steel Tank Institute; www.steeltank.com.
180. SWI - Steel Window Institute; www.steelwindows.com.
181. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
183. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
184. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).

187. TMS - The Masonry Society; www.masonrysociety.org.
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasssod.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tilerroofing.org.
191. UBC - Uniform Building Code; (See ICC).
192. UL - Underwriters Laboratories Inc.; www.ul.com.
193. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
194. USAV - USA Volleyball; www.usavolleyball.org.
195. USGBC - U.S. Green Building Council; www.usgbc.org.
196. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
197. WASTEC - Waste Equipment Technology Association; www.wastec.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
200. WDMA - Window & Door Manufacturers Association; www.wdma.com.
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
203. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
204. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. 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; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://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; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeia; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
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 Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforestservation.tamu.edu>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Section 011200 "Multiple Contract Summary" for responsibilities for temporary facilities and controls for projects utilizing multiple contracts.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.

5. Other dust-control measures.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: It is expected that the contractor, due to the size and complexity of the project will not require a field office on site. If the Contractor feels that a field office is necessary for operations, it shall be provided by said contractor. All utilities will be paid for by the contractor. Location of the field office shall be coordinated and approved with the Owner.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities:
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Connect temporary service to Owner's existing power source, as directed by Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: If required by the contractor to provide temporary telephone service in common-use facilities for use by all construction personnel.
- 3.3 SUPPORT FACILITIES INSTALLATION
- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- C. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion,

restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

D. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.

1. Provide walk-off mats at each entrance through temporary partition.
2. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.

6. Protect air-handling equipment.

- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

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

that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

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

2.2 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for final cleaning.
 - 3. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching

1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work, including, but not limited to; cutting, drilling, chopping, and other similar operations.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation or removal of other Work, including, but not limited to; patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, and other similar operations to match adjoining surfaces. Blending new patched area with existing with a seamless division.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Structural steel
 - b. Lintels

- c. Structural decking
 - d. Miscellaneous structural metals
 - e. Equipment supports
 - f. Piping, ductwork, vessels, and equipment
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment
 - b. Air or smoke barriers
 - c. Water, moisture, or vapor barriers
 - d. Membranes and flashings
 - e. Fire protection systems
 - f. Noise and vibration control elements and systems
 - g. Control systems
 - h. Communication systems
 - i. Conveying systems
 - j. Electrical wiring systems
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- 1. If possible, retain the original install or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
 - a. Firestopping
 - b. Acoustical ceilings
 - c. Acoustical panels
 - d. Carpeting
 - e. HVAC enclosures, cabinets, or covers
 - f. Plaster work
 - g. Gypsum board
 - h. Masonry (exterior and interior where exposed)
 - i. Tack boards
 - j. Casework
 - k. Finish carpentry
- D. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Equipment supports.
 - 4. Piping, ductwork, vessels, and equipment.
 - 5. Noise- and vibration-control elements and systems.

- C. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Structural steel
 - b. Lintels
 - c. Structural decking
 - d. Miscellaneous structural metals
 - e. Equipment supports
 - f. Piping, ductwork, vessels, and equipment

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. During removal of walls, if walls are constructed of structural glazed tile or glazed concrete block the contractor is to neatly cut out and salvage these masonry units for reuse in the patching process. Turn the salvaged units over to patching contractor.
 - 6. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and matches thermal resistance of existing enclosure.

END OF SECTION 017310

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Prepare and submit Project Record Documents.
 - 4. Deliver extra materials, and similar items to location designated by Owner.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 7. Complete final cleaning requirements.
 - 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect/Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 - 2. Submit certified copy of Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect/Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect/Engineer for designated portions of the Work where commencement of warranties **other than** date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binder, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Identify binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning:
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site in areas disturbed by construction activities of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Sweep concrete floors broom clean in unoccupied spaces.
 - f. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - i. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - l. Leave Project clean and ready for occupancy.

END OF SECTION

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.

7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for coordinating project record documents covering the Work of multiple contracts.
 - 2. Section 017300 "Execution" for final property survey.
 - 3. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and two set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.

1.4 RECORD DRAWINGS

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

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: DWG, Version, Microsoft Windows operating system.
 3. Format: Annotated PDF electronic file with comment function enabled.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Architect for resolution.

6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, and record Drawings where applicable.

1.6 MISCELLANEOUS RECORD SUBMITTALS

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

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Does not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017839

SECTION 022900 - ABATEMENT OF LEAD-CONTAINING MATERIALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: removal, disposal and or disturbance of lead-containing materials as indicated on the Drawings. Penetrations of and attachments to lead-containing materials shall also be considered to be lead abatement work covered by the requirement of this section.
- B. This Section specifies the requirements for protection of workers; prevention of contamination of adjacent areas; performing lead-abatement, post-abatement cleaning, pre-disposal testing of removed materials; and appropriate disposal of removed materials.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 01 Section "Cutting and Patching.

1.03 REFERENCES

- A. New York State Department of Environmental Conservation (DEC) 6NYCRR:
 - 1. Part 360 Solid Waste Management Facilities.
 - 2. Part 364 Waste Transporter Permits.
 - 3. Part 370 Hazardous Waste Management System- General.
 - 4. Part 371 Identification and Listing of Hazardous Wastes.
 - 5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
 - 6. Part 373 Hazardous Waste Management Facilities.
- B. Occupational Safety and Health Administration (OSHA): Lead Exposure in Construction: Interim Final Rule 29 CFR 1926.62.
- C. U.S. Environmental Protection Agency (EPA): Resource Conservation and Recovery Act (RCRA) Section 3004 Hazardous and Solid Waste Amendments.
- D. U.S. Environmental Protection Agency (EPA): Lead-based Paint Poisoning Prevention 40 CFR 745.
- E. U.S. Environmental Protection Agency (EPA): Toxicity Characteristics Leaching Procedure EPA Method 1311.
- F. H.U.D. Lead paint Removal Guidelines.

1.04 DEFINITIONS

- A. Lead-Containing Materials: Lead testing has been completed at this facility. Results of the lead testing are available from the owner or the owner's representative for review. Painted items such as, but limited to, steel doors, door frames, structural steel, etc may be coated with lead-based paint. Various glazed tiles have been found to be lead-containing.
- B. Lead Control Area: A restricted access area, or structure with containment, to prevent the spread of lead dust, paint chips, or debris from lead-containing material or paint removal operations.

1.05 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and application instructions for chemical paint removal products, if used.
- B. Quality Control Submittals:
 - 1. Worker's Qualifications Data:
 - a. Name of each person who will be performing the Work and their employer's name, business address and telephone number.
 - b. Names and addresses of 3 similar projects that each person has worked on during the past 3 years, or documentation of completion of an approved lead-abatement certification program.
 - 2. Work Plan: Submit one copy of the work plan required under Quality Assurance Article.
 - 3. Waste Transporter Permit: One copy of transporter's current waste transporter permit.
- C. Contract Closeout Submittals:
 - 1. Disposal Site Receipts: Copy of each receipt showing the lead-containing materials have been properly disposed.
 - 2. Certification: Certify in writing that inside and outside the lead control area samples are below the levels specified under cleaning criteria. Provide copies of laboratory reports of clearance tests.

1.06 QUALITY ASSURANCE

- A. Worker's Qualifications: The persons performing lead abatement and their supervisor shall be personally experienced in lead abatement work and shall have been regularly employed by a company performing lead abatement for a minimum of 3 years. Successful completion of a lead-abatement certification program as approved by the Director may be considered instead of actual work experience.
- B. Regulatory Requirements: Comply with the referenced standards.
- C. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Director's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures. The conference shall be attended by the Contractor, the lead removal subcontractor, and the testing laboratory employed by the Director.

- D. Lead-Containing Material Removal Work Plan: At the conclusion of the pre-work conference, before the physical lead abatement Work begins, prepare a detailed lead-containing material removal work plan. The work plan shall include, but not be limited to, a drawing indicating the location, size, and details of lead control areas, location and details of decontamination facilities, sequencing of lead removal, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies.

1.07 PROJECT CONDITIONS

- A. Shut-down of Air Handling System: Complete the Work of this Section within the time limitation allowed for shut-down of the air handling system serving the work area. The air handling system will not be restarted until approval of the post-abatement tests following the last cleaning.

PART 2 PRODUCTS

2.01 PAINT REMOVAL PRODUCTS

- A. Paint Removal with Heat Guns: If heat guns are used, provide heat guns that are flameless, electrical, paint-softener type, with controls to prevent operation in excess of 1,100⁰ F.
- B. Chemical Paint Removal Products: If a chemical paint remover is used, provide a product that will not produce noxious fumes and does not contain methylene chloride.
- C. Mechanical Paint Removal: If paint is removed by mechanical methods, provide UL 586 labeled, high efficiency particulate air (HEPA) filter system, certified as being capable of trapping and retaining mono-dispersed particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.

PART 3 EXECUTION

3.01 NOTIFICATION

- A. Notify the Owner's representative a minimum of 5 working days prior to the start of any work involving the disturbance of lead-containing materials.

3.02 PRE-ABATEMENT TESTING

- A. The Owner will employ the services of an independent testing laboratory to perform pre-abatement testing of surfaces within the lead control area and areas adjacent to the lead control area. The testing laboratory will be New York State Department of Health, Environmental Laboratory Approval Program certified (NYS ELAP).

3.03 EMPLOYEE PROTECTION

- A. Comply with all applicable Occupational Safety and Health Administration (OSHA) Requirements.

3.04 PROTECTION

- A. Lead Control Area Requirements: Provide a lead control area where the disturbance of lead-containing materials will be performed in accordance with the approved Work Plan.
- B. Protection of Existing Work to Remain: Perform lead removal work without damage or contamination of adjacent areas.

3.05 LEAD-CONTAINING MATERIAL REMOVAL

- A. Perform removal of lead-containing materials in accordance with approved lead-containing material removal work plan. Use procedures and equipment as required to limit occupational and environmental exposure to lead when lead-containing materials are removed in accordance with referenced standards. Limit the production and dissemination of dust as much as possible. Perform manual wet sanding and scraping to the maximum extent feasible.

3.06 POST-ABATEMENT TESTING

- A. The Owner will employ the services of an independent testing laboratory to perform post-abatement testing of surfaces within the lead control area, and areas adjacent to the lead control area. The testing laboratory will be New York State Department of Health, Environmental Laboratory Approval Program certified (NYS ELAP).

3.07 CLEANING CRITERIA

- A. Cleaning criteria is separated into 2 categories; surfaces within the lead control area, and areas adjacent to the lead control area:
 - 1. Surfaces within the Lead Control Area: In each area where the abatement has been performed, compare the sample results with the criteria listed below. If any of the samples exceed these criteria, reclean and the Owner's Representative will retest failed areas until the criteria is met. All costs associated with the retesting of failed areas will be charged back to the Contractor.
 - a. Floors: 40 micrograms of lead per square foot.
 - b. Window Sills: 250 micrograms of lead per square foot.
 - c. Window Troughs: 400 micrograms of lead per square foot.
 - 2. Area's Adjacent to the Lead Control Area: If the post-abatement test results indicate an increase in lead concentration over Pre-abatement concentrations or the above listed criteria, whichever is higher, the area has been contaminated by the abatement process and cleaning is mandatory.

- a. Clean all affected surfaces, the laboratory will retest, and if results still exceed pre-abatement levels re-clean surfaces until lead concentrations are below pre-abatement levels. The Owner's Representative will retest failed areas until the criteria is met. All costs associated with the retesting of failed areas will be charged back to the Contractor.

3.08 COMPLETION OF ABATEMENT

- A. Prior to removal of the lead control area by the Contractor, the Owner's Representative at the Site shall receive a report from the independent testing laboratory indicating that the lead control area, and the areas adjacent to the lead control areas have lead concentrations below the levels specified under cleaning criteria. The Owner's Representative will notify the Contractor of sample results.

3.09 PRE-DISPOSAL TESTING

- A. Prior to disposal, test the removed materials for toxicity in accordance with EPA Method 1311, Toxicity Characteristic Leaching Procedure (TCLP).
 1. Test results indicating a value greater than 5 ppm lead classifies the removed material as Hazardous Waste.
 2. Waste that has exceeded TCLP criteria stated above shall be treated as regulated hazardous waste and disposed of as per all applicable regulations.

3.10 DISPOSAL OF LEAD-CONTAINING MATERIAL AND RELATED DEBRIS

- A. Transport and dispose of lead-containing material classified as Hazardous Waste in accordance with the standards referenced in Part 1 of this Section.
- B. Transport and dispose of lead-containing material classified as Non-Hazardous Waste in accordance with standards referenced in Part 1 of this Section.

3.11 RESTORATION

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. Where existing work is damaged or contaminated, restore work to its original condition or better.

END OF SECTION 022900

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

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

1.4 PREINSTALLATION MEETINGS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

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

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Construction Manager will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. Engage a qualified professional engineer to design shoring if stability, settlement or collapse of existing structure or construction is questionable.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

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

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

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

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

END OF SECTION 024119

SECTION 057300 - DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Decorative metal refinishing
 - 2. New anchoring posts
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood blocking for anchoring railings.
 - 2. Section 09000 Color and Finish Legend for Basis of Design selections.

1.3 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

1.4 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not meet structural performance requirements.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Grout, anchoring cement, and paint products.
- B. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.
- C. Samples for Verification: For each type of exposed finish required.
 - 1. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.
- D. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.7 INFORMATIONAL SUBMITTALS

- A. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- B. Welding certificates.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Preconstruction test reports.
- E. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.8 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockups as shown on Drawings.
 - 2. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches (600 mm) in length.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - DECORATIVE METAL REFINISHING

2.1 GENERAL

- A. Refinishing Appearance Standard: Refinished surfaces are to have a uniform appearance as viewed from 3'-0" away by Architect.
- B. Execution of the Work: In refinishing items, disturb remaining existing work as minimally as possible and as follows:
 - 1. Remove dirt and corrosion.
 - 2. Sequence work to minimize time before protective coatings are reapplied.
 - 3. Refinish items in place where possible and according to required appearance.
- C. Refinish Decorative Metal Item: Remove existing metal finishes on item unless otherwise indicated and reapply them.
- D. Repair Finish of Decorative Metal Item: Restore areas of deteriorated or missing finish on item and blend restored finish with existing, adjacent finish.

2.2 PREPARATORY CLEANING

- A. General: Use those methods indicated for each type of decorative metal and its location.
 - 1. Brushes: If using wire brushes, use brushes of same base metal composition as metal being treated. Use brushes that are resistant to chemicals being used.
 - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that spray methods do not damage surfaces.
 - a. Equip units with pressure gages.
 - b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.
 - c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
 - d. For high-pressure water-spray application, use fan-shaped spray that disperses water at an angle of at least 40 degrees.
 - e. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.

3. Uniformity: Perform each cleaning method in a manner that results in uniform coverage of all surfaces, including corners, contours, and interstices, and that produces an even effect without streaks or damaging surfaces.
4. Protection: After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

2.3 PROTECTIVE COATING

- A. Protective Hot-Wax Coating: Apply wax coating to produce uniform appearance without runs or other surface imperfections.
 1. Clean and dry surface being waxed.
 2. Preheat surface to about 212 deg F (100 deg C); hot enough to melt the wax and remove water vapor and other gases within metal surface, but not hot enough to boil the wax or ignite solvents if any.
 3. Apply uniform wax coating to surface, ensuring that wax coverage is complete, including recesses.
 4. Inspect surface and repair holidays by reheating and applying more wax.
 5. Buff waxed surface to a slight shine with a lint-free cloth after wax has cooled to a hazy appearance.
- B. Protective Organic Coating: Apply organic coating to produce uniform appearance without runs or other surface imperfections.
 1. Clean and dry surface being coated.
 2. Apply two uniform coats by air-spray method according to manufacturer's written instructions, with interim drying between coats.
 3. Apply coating to a total dry film thickness of 1 mil (0.025 mm).
 4. Protect coated surface from contamination until fully cured.

2.4 REMOVAL, REPAIR, AND REINSTALLATION

- A. General: Perform removal, repair, and reinstallation work as required in Section 024119 "Selective Demolition" and Section 050170.61 "Decorative Metal Repair."

2.5 DECORATIVE METAL REFINISHING SCHEDULE

- A. Treatment of Decorative Divider Rail: Painted metal divider with hard wood cap.
 1. General: Perform work in the shop.
 2. Cleaning: as needed based on existing metal finish.
 3. Finish: Paint, refer to Color and Finish Legend for Basis of Design selections.

PART 3 - PRODUCTS

3.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
 - 1. Provide cast-metal brackets with flange tapped for concealed anchorage to threaded hanger bolt.
 - 2. Provide either formed- or cast-metal brackets with predrilled hole for exposed bolt anchorage.
 - 3. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.
 - 4. Provide extruded-aluminum brackets with interlocking pieces that conceal anchorage. Locate set screws on bottom of bracket.

3.2 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
 - 1. Uncoated Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed; Type 304 stainless-steel fasteners where exposed.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.

3.3 MISCELLANEOUS MATERIALS

- A. Wood Rails: Clear, straight-grained hardwood rails secured to recessed metal subrail.
 - 1. Species: White Birch
 - 2. Staining: As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design selections.

3. Profile: As indicated on drawings.
- B. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- C. Shop Primers: Provide primers that comply with Section 099123 "Interior Painting."
- D. Intermediate Coats and Topcoats: Provide products that comply with Section 099123 "Interior Painting".
- E. Polyurethane Topcoat: Complying with MPI#72 and compatible with undercoat.
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- H. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

3.4 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.
- D. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- E. Form work true to line and level with accurate angles and surfaces.
- F. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- G. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- H. Connections: Fabricate railings with welded connections unless otherwise indicated.

- I. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds; no evidence of a welded joint.
- J. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- K. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- L. Close exposed ends of hollow railing members with prefabricated end fittings.
- M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and to prevent bracket or fitting rotation and crushing of substrate.
- O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

3.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

PART 4 - EXECUTION

4.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

4.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

4.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

4.4 ANCHORING POSTS

- A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Cover anchorage joint with flange of same metal as post, welded to post after placing anchoring material.
- C. Leave anchorage joint exposed with anchoring material flush with adjacent surface.
- D. Anchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For steel railings, weld flanges to posts and bolt to metal-supporting surfaces.

4.5 ATTACHING RAILINGS

- A. Attach handrails to walls with wall brackets except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

4.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by Owner.
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings according to ASTM E 894 and ASTM E 935 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Architect and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

4.7 CLEANING

- A. Clean wood rails by wiping with a damp cloth and then wiping dry.
- B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

4.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 057300

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Framing with dimension lumber.
- 2. Wood blocking, cants, and nailers.
- 3. Wood furring and grounds.
- 4. Wood sleepers.
- 5. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) size or greater but less than 5 inches nominal (114 mm actual) size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. OSB: Oriented strand board.
- E. Timber: Lumber of 5 inches nominal (114 mm actual) size or greater in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

1.5 INFORMATIONAL SUBMITTALS

- A. 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 ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Engineered wood products.
 4. Shear panels.
 5. Power-driven fasteners.
 6. Post-installed anchors.
 7. Metal framing anchors.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish,.
 3. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less; 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
1. Treatment shall not promote corrosion of metal fasteners.
 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 4. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by testing agency.

- E. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat all rough carpentry unless otherwise indicated.
 - 1. Framing for raised platforms.
 - 2. Framing for stages.
 - 3. Concealed blocking.
 - 4. Framing for non-load-bearing partitions.
 - 5. Framing for non-load-bearing exterior walls.
 - 6. Roof construction.
 - 7. Plywood backing panels.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Cants.
 - 4. Furring.
 - 5. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of the following species:
 - 1. Mixed southern pine or southern pine; SPIB.
 - 2. Spruce-pine-fir; NLGA.
 - 1. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
 - 2. Northern species; NLGA.
 - 3. Eastern softwoods; NeLMA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1,, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch (13-mm) nominal thickness.

2.5 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.6 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- D. Install shear wall panels to comply with manufacturer's written instructions.
- E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 3. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Interior standing and running trim.
- 2. Plastic-laminate countertops.
- 3. Solid-surfacing-material countertops.
- 4. Custom millwork.
- 5. Sound attenuation batt insulation

- B. Related Sections include the following:

- 1. Division 06 Section "Miscellaneous Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.

1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.
- B. MDF: Medium Density Fiberboard.
- C. ABS: Acrylonitrile Butadiene Styrene
- D. Hardwood Plywood: Panel product composed of layers or plies of veneer or of veneers in combination with lumber core, hardboard core, MDF core or particleboard core, joined with adhesive and faced both front and back with hardwood veneers.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, including cabinet hardware and accessories and finishing materials and processes.

- B. Product Data: For panel products high-pressure decorative laminate adhesive for bonding plastic laminate solid-surfacing material fire-retardant-treated materials cabinet hardware and accessories and finishing materials and processes.
1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- C. Shop Drawings: Show location of each item, dimensioned PLANS, ELEVATIONS, SECTIONS, DETAILS, and attachments to other work.
1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 2. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, and other items installed in architectural woodwork.
 3. Show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.
 4. Indicate locations of and clearances from adjacent walls, doors, windows, other building components, and other equipment.
 5. Indicate locations of hardware and keying of locks.
- D. Samples for Initial Selection:
1. Shop-applied transparent finishes.
 2. Shop-applied opaque finishes.
 3. Plastic laminates.
 4. ABS edge material.
 5. Thermoset decorative panels.
 6. Solid-surfacing materials.
- E. Samples for Verification: Unless otherwise directed, approved full size Samples may become part of completed Work, if in an undisturbed condition at time of Substantial Completion. Notify Architect of their exact locations. If not incorporated into Work, retain acceptable full size Samples at Project site and remove when directed by Architect.
1. Lumber with or for transparent finish, not less than 6 by 6 inches, for each species and cut, finished on 1 side and 1 edge.
 2. Veneer leaves representative of and selected from flitches to be used for transparent-finished woodwork.
 3. Plastic laminates, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with 1 sample applied to core material and specified edge material applied to 1 edge.
 4. Thermoset decorative-panels, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with edge banding on 1 edge.
 5. Solid-surfacing materials, 6 inches (150 mm) square.
 6. One (1) full size, finished base cabinet complete with hardware, doors, and drawers.
 7. One (1) Sample each of hinged and sliding doors, if applicable to project.
 8. One (1) of each type of hardware item specified.
 - a. Sample submittal not required if specified product is submitted.
- F. Product Certificates: For each type of product, signed by product manufacturer.

- G. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.
- H. Qualification Data: For Installer/fabricator.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Certified participant in AWI's Quality Certification Program.
- C. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of interior architectural woodwork with sequence-matched wood veneers.
- D. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
 - 1. Provide AWI Quality Certification Program labels and certificates indicating that millwork, including installation, complies with requirements of grades specified.
- E. Fire-Test-Response Characteristics: Where fire-retardant materials or products are indicated, provide materials and products with specified fire-test-response characteristics as determined by testing identical products per test method indicated by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify with appropriate markings of applicable testing and inspecting agency in the form of separable paper label or, where required by authorities having jurisdiction, imprint on surfaces of materials that will be concealed from view after installation.
- F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
 - 2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General:
 - 1. Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
 - 2. Low Emitting Materials: Provide manufactured casework, including countertops, made with adhesives and composite wood products containing no added urea formaldehyde.
- B. Wood Species and Cut for Transparent Finish: White Birch, plain sliced.
 - 1. Lumber materials for exposed wood surfaces: White Birch grade FAS or better, air dried and kiln dried to 6 percent moisture content, then tempered to 7-8 percent prior to fabrication. White birch exposed to view to be free of stains, splits, shakes, season checks, and other similar defects.
 - 2. Lumber materials for semi- exposed and concealed wood surfaces: Other hardwoods, grade FAS or better, air dried and kiln dried to 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.
- C. Wood Species for Opaque Finish: Any closed-grain hardwood.
- D. Wood Products: Comply with the following:

1. Hardboard: AHA A135.4, service tempered and consisting of steam-exploded wood fibers, highly compressed into a hard, dense, ¼ 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.
 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
 4. High Performance Particle Board Core:
 - a. Particleboard to be 47 lb. density of balanced 3 ply construction with moisture content not to exceed 8 percent. Particleboard shall conform to ANTI A208.1 1993, Type M 3.
 - b. Particleboard cabinet components for plastic laminate cabinets to be of the following minimum core thicknesses prior to lamination:
 - 1) 3/8 inch cabinet backs.
 - 2) 1/2 inch dividers, as detailed.
 - 3) 3/4 inch base and tall cabinet tops and bottoms, cabinet sides, door, cabinet back rear hang strips, dividers, exposed cabinet backs.
 - 4) 1 inch wall cabinet tops and bottoms, door cabinet shelving 30 inch width and over, and off wall shelving of all widths.
 5. Veneer-Faced Panel Products (Hardwood Plywood): White birch plywood, made with adhesive containing no urea formaldehyde, select grade A-2, plain sliced, slip- matched, cross-banded, and solid core. 1 inch plywood is a minimum of 9- ply, ¾ inch plywood is a minimum of 7- ply, ½ inch plywood is a minimum of 5- ply, ¼ inch plywood is a minimum of 3- play and 3/32 inch is 3- ply.
 6. Softwood Plywood: DOC PS 1, Medium Density Overlay (MDO).
- E. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.
1. Provide ABS edge banding on components with exposed or semiexposed edges.
- F. 3mm and 1mm thick ABS Edge Banding. Solid, high impact, purified, color thru, acid resistant, pre-lamination primed edging, machine applied with hot melt adhesives, automatically trimmed, inside/outside length radiused for uniform appearance, buffed and corner radiused for consistent design. Colors shall be selected from manufacturer's full range. Minimum of one different color for each laminate color.
1. **Basis of Design Product:** Wilsonart ABS Edgeband or Architect approved equal.
 - a. Colors: TBD. Allow for a minimum of one color for each laminate selection.
 2. Edging locations: Provide above specified edging at the following locations:
 - a. Cabinet Door/Drawer front edge: 3mm.
 - b. Cabinet body edge, including door/drawer front spacer rail: 3mm.
 - c. Interior body component edging, interior dividers, top of drawer body, all four sides of all shelving: 1mm.
 - d. Countertop edges, front, and exposed ends: 3mm.
- G. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.
- Basis of Design:** Provide Wilsonart International, or comparable product by one of the following:
- a. Nevamar Company, LLC; Decorative Products Div.
 - b. Arborite; Division of ITW Canada, Inc.

2. Countertop High Pressure Plastic Laminate:
 - a. High pressure plastic laminate, matte finish .050 inch thickness.
 - 1) Color: As selected by Architect. Refer to Color and Finish Legend for Basis of Design selections.
 - b. Heavy gauge neutral colored backing sheet for balanced construction. Exposed undersides shall be .020 White Liner.
- H. Solid-Surfacing Material: Homogeneous solid sheets of cast filled acrylic, not coated, laminated or of composite construction, meeting ANSE Z124-1980, Type Six.
 1. Superficial damage to a depth of 0.10 of an inch shall be repairable by sanding or polishing.

Basis of Design: Provide Corian, or comparable product by one of the following:

 - a. Nevamar Company, LLC; Decorative Products Div.
 - b. Avonite, Inc.
 - c. Wilsonart International; Div. of Premark International, Inc.
 2. Type: Standard.
 - a. Countertops: 1/2 inch material.
 3. Colors and Patterns: As selected by Architect. Refer to Color and Finish Legend for Basis of Design selections.
 4. Accessory Products:
 - a. Joint adhesive: Manufacturer's standard two part adhesive kit to create inconspicuous, non-porous joints.
 - b. Panel Adhesive: Manufacturer's standard neoprene-based panel adhesive meeting ANSI A136.1-1967 and UL listed.
 - c. Sealant: Manufacturer's standard mildew resistant FDA/UL recognized silicone sealant in colors matching components.
- I. Sound Attenuation Batt Insulation:

Basis of Design: Provide Owens Corning Sound Attenuation Batt or Architect approved equal.

 - a. Lightweight flexible fiberglass batts designed to deliver noise control in metal stud cavities
 - b. 31/2" x 9'-0" rolls
 - c. Non-combustible, classified 10/10 when tested in accordance with ASTM E84.
 - d. Comply with ASTM C665 Type I, ASTM E 136
 - e. Provide at Judge Platform, Ramp, and Jury Platform as indicated on drawings

2.2 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this Article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified.

1. Do not use treated materials that do not comply with requirements of referenced woodworking standard or that are warped, discolored, or otherwise defective.
 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 3. Identify fire-retardant-treated materials with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Comply with performance requirements of AWPA C20 (lumber) and AWPA C27 (plywood). Use the following treatment type:
1. Exterior Type: Organic-resin-based formulation thermally set in wood by kiln drying.
 2. Interior Type A: Low-hygrosopic formulation.
 3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking plant certified by testing and inspecting agency.
 4. Mill lumber before treatment and implement special procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.
 5. Kiln-dry materials before and after treatment to levels required for untreated materials.
- C. Fire-Retardant Particleboard: Panels complying with the following requirements, made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less per ASTM E 84.
1. For panels 3/4 inch (19 mm) thick and less, comply with ANSI A208.1 for Grade M-2 except for the following minimum properties: modulus of rupture, 1600 psi (11 MPa); modulus of elasticity, 300,000 psi (2070 MPa); internal bond, 80 psi (550 kPa); and screw-holding capacity on face and edge, 250 and 225 lbf (1100 and 1000 N), respectively.
 2. For panels 13/16 to 1-1/4 inches (20 to 32 mm) thick, comply with ANSI A208.1 for Grade M-1 except for the following minimum properties: modulus of rupture, 1300 psi (9 MPa); modulus of elasticity, 250,000 psi (1720 MPa); linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf (1100 and 780 N), respectively.
 3. Product: Subject to compliance with requirements, provide "Duraflake FR" by Weyerhaeuser.
- D. Fire-Retardant Fiberboard: Medium-density fiberboard panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less per ASTM E 84.
1. Product: Subject to compliance with requirements, provide "Medite FR" by SierraPine Ltd.; Medite Div.

2.3 HARDWARE AND ACCESSORIES

- A. Grommets for Cable Passage through Countertops: metal grommets and matching plastic caps with slot for wire passage.
 - 1. Basis of Design Product: Subject to compliance with requirements, provide "Brava series" by Doug Mockett & Company, Inc.
 - a. Finish: Satin Chrome
 - b. Brush Opening
 - c. 2-5/8 inch OD
- B. Surface- Mount Counter Support Brackets:
 - 1. Basis of Design Product: "EH Series" by Rakks.
 - a. Provide EH-1824 for 30 inch deep counters
 - b. Provide EH-1818 for 24 inch deep counters
 - c. Provide EH-1212 for 18 inch deep counters
 - d. Colors: As selected by Architect from manufacturer's full range.
 - e. Weight Capacity: 450 pounds
 - f. Spacing: 32 inches on center maximum.
- C. Counter Support Cleats:
 - 1. Basis of Design Product: "Cleat Stock" by Rakks.
 - a. 2" x 2" x 1/8" aluminum angle cleat stock
 - b. Colors: As selected by Architect from manufacturer's full range.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- D. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- E. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Wood Glues: 30 g/L.
 - 2. Contact Adhesive: 250 g/L.

2.5 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Custom-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.
- E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 1. Seal edges of openings in countertops with a coat of varnish.

2.6 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Grade: Custom.
- B. Wood Species and Cut: White Birch, plain sliced.
 - 1. Provide split species on trim that faces areas with different wood species, matching each face of woodwork to species and cut of finish wood surfaces in areas finished.
- C. For trim items wider than available lumber, use veneered construction. Do not glue for width.
- D. For rails wider or thicker than available lumber, use veneered construction. Do not glue for width or thickness.
- E. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.

- F. Assemble casings in plant except where limitations of access to place of installation require field assembly.
- G. Assemble moldings in plant to maximum extent possible. Miter corners in plant and prepare for field assembly with bolted fittings designed to pull connections together.
- H. For trim items wider than available lumber, use veneered construction. Do not glue for width.

2.7 PLASTIC-LAMINATE COUNTERTOPS

- A. Grade: Custom.
- B. High-Pressure Decorative Laminate Grade: HGS.
- C. Grain Direction: Parallel to millwork fronts.
- D. Edge Treatment: ABS edgebanding
- E. All joints shall be secured with adhesives and tight joint fasteners.
- F. All countertops to be laminated with PVA adhesive and a cold press method resulting in a rigid glue line. Contact adhesive method of laminating will not be acceptable.
- G. Countertops to have 3mm ABS edge on back- concealed edge applied with hot melt adhesive. No exposed particle board surfaces whether concealed or not will be permitted.
- H. Core Material: Particleboard.
 - 1. Core shall be balanced with high pressure laminate backer.

2.8 SOLID-SURFACING-MATERIAL COUNTERTOPS

- A. Grade: Custom.
- B. Solid-Surfacing-Material Thickness: 1/2 inch (13 mm).
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors of solid-surfacing material complying with the following requirements:
 - 1. As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design selections.
- D. Fabricate tops in one piece, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
 - 1. Fabricate tops with shop-applied edges of materials and configuration indicated.

2.9 SHOP FINISHING

- A. Grade: Provide finishes of same grades as items to be finished.

- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- C. General: Shop finish transparent-finished interior architectural woodwork at fabrication shop as specified in this Section. Refer to Division 09 painting Sections for finishing opaque-finished architectural woodwork.
- D. General: Drawings indicate items that are required to be shop finished. Finish such items at fabrication shop as specified in this Section. Refer to Division 09 painting Sections for finishing architectural woodwork not indicated to be shop finished.
- E. Shop Priming: Shop apply the prime coat including backpriming, if any, for transparent-finished items specified to be field finished. Refer to Division 09 painting Sections for material and application requirements.
- F. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
 - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces. Concealed surfaces of plastic-laminate-clad woodwork do not require backpriming when surfaced with plastic laminate, backing paper, or thermoset decorative panels.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).

- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Fire-Retardant-Treated Wood: Handle, store, and install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- F. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- G. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 96 inches (2400 mm) long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.
 - 1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
 - 2. Install wall railings on indicated metal brackets securely fastened to wall framing.
 - 3. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches (3 mm in 2400 mm).
- H. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
 - 1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
 - 2. Install countertops with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
 - 3. Calk space between counter and wall with sealant specified in Division 07 Section "Joint Sealants."
 - 4. Field Jointing: Where possible, make in same manner as shop made joints using dowels, splines, fasteners, adhesives, and sealants recommended by manufacturer. Prepare edges in shop for field made joints.
 - 5. Use concealed clamping devices for field made joints in plastic laminate countertops. Locate clamping devices within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert uniform heavy pressure at joints.
 - 6. Fastening: Secure countertops to cabinets with "Z" Type fasteners or equivalent, using two or more fasteners at each cabinet front, end, and back.
 - 7. Provide required holes and cutouts for service fittings.
 - 8. Provide scribe moldings for closures at junctures of countertop, curb, and splash with walls as recommended by manufacturer for materials involved. Match materials and finish to adjacent Institutional Casework. Use chemical resistant, permanently elastic sealing compound where recommended by manufacturer.
 - 9. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- I. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

- J. Refer to Division 09 Sections for final finishing of installed architectural woodwork not indicated to be shop finished.

3.3 ADJUSTING AND CLEANING

- A. Adjust cabinets and hardware so doors and drawers align and operate smoothly without warp or bind and contact points meet accurately.
- B. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- C. Protect countertop surfaces during construction with 6 mil plastic or other suitable water resistant covering. Tape to underside of countertop at minimum of 48 inches o.c.
- D. Clean, lubricate, and adjust hardware.
- E. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

SECTION 064800 - WOOD FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior frames and jambs.
 - 2. Shop finishing wood frames and jambs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, including, fire-retardant-treated materials and finishing materials and processes.
 - 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show details full size.
 - 2. Show locations and sizes of concealed blocking and reinforcement specified in other Sections.
 - 3. Apply WI Certified Compliance Program label to Shop Drawings.
 - 4. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples for Initial Selection:
 - 1. Shop-applied transparent finishes.
- D. Samples for Verification:
 - 1. Lumber for transparent finish, not less than 5 inches (125 mm) wide by 12 inches (300 mm) long, for each species and cut, finished on one side and one edge.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

- B. Product Certificates: For each type of product.
- C. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.
- D. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program.
- B. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of typical wood frames to match adjacent existing.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver wood frames until operations that could damage wood frames have been completed in installation areas. If wood frames must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.7 FIELD CONDITIONS

- A. Environmental Limitations for Interior Work: Do not deliver or install interior wood frames until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where wood frames are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support wood frames by field measurements before being enclosed, and indicate measurements on Shop Drawings.

- C. Established Dimensions: Where wood frames are indicated to fit to other construction, establish dimensions for areas where wood frames are to fit. Coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that wood frames can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 WOOD FRAMES, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of wood frames indicated for construction, finishes, installation, and other requirements.
 - 1. Provide labels and certificates from AWI certification program indicating that woodwork, including installation, complies with requirements of grades specified.
 - 2. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.

2.2 INTERIOR FRAMES AND JAMBS FOR TRANSPARENT FINISH

- A. Grade: Custom.
- B. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.
 - 1. Species: Match existing
 - 2. Cut: Match existing.
 - 3. Provide split species on frames and jambs that face areas with different wood species, matching each face of woodwork to species and cut of finish wood surfaces in areas finished.
- C. For frames or jambs wider than available lumber, use veneered construction. Do not glue for width.
- D. Fire-Rated Interior Frames and Jambs: Products fabricated from fire-retardant particleboard or fire-retardant medium-density fiberboard with veneered exposed surfaces and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
 - 1. Fire Rating: 20 minutes.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of wood frame and quality grade specified unless otherwise indicated.
 - 1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (75 mm) wide.
 - 2. Wood Moisture Content for Interior Materials: 4 to 9 percent.

2.4 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
 - 1. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.
- B. Fire-Retardant-Treated Lumber: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Kiln dry lumber after treatment to a maximum moisture content of 12 percent.

2.5 MISCELLANEOUS MATERIALS

- A. Interior Blocking, Shims, and Nailers: Fire-retardant-treated softwood lumber, kiln dried to less than 12 percent moisture content.
- B. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

2.6 FABRICATION

- A. Fabricate wood frames to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Edges of Solid-Wood (Lumber) Members: 1/16 inch (1.5 mm) unless otherwise indicated.

2.7 SHOP FINISHING

- A. General: Finish wood frames at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- B. Transparent Finish for Interior Frames:
 - 1. Grade: Custom.
 - 2. Finish: System - 4, water-based latex acrylic.
 - 3. Finish: System - 8, water-based cross linking acrylic.
 - 4. Finish: System - 12, water-based polyurethane.
 - 5. Wash Coat for Closed-Grain Woods: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
 - 6. Staining: Match approved sample for color.
 - 7. Filled Finish for Open-Grain Woods: After staining, apply wash-coat sealer and allow to dry. Apply paste wood filler and wipe off excess. Tint filler to match stained wood.
 - 8. Sheen: Semigloss, 46-60 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition wood frames to average prevailing humidity conditions in installation areas.
- B. Before installing wood frames, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

- A. Grade: Install wood frames to comply with same grade as item to be installed.
- B. Assemble wood frames and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Install wood frames level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut wood frames to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Fire-Retardant-Treated Wood: Handle, store, and install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.

- F. Anchor wood frames to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
 - 1. For shop-finished items, use filler matching finish of items being installed.
- G. Touch up finishing work specified in this Section after installation of wood frames. Fill nail holes with matching filler where exposed.
 - 1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are applied in shop.
- H. Refer to Section 099300 "Staining and Transparent Finishing" for final finishing of installed wood frames.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective wood frames, where possible, to eliminate functional and visual defects; where not possible to repair, replace wood frames. Adjust joinery for uniform appearance.
- B. Clean wood frames on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064800

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in horizontal assemblies.
 - 3. Penetrations in smoke barriers.

- B. Related Requirements:

- 1. Division 21 Sections specifying fire-suppression piping penetrations.
 - 2. Division 22 and 23 Sections specifying duct and piping penetrations.
 - 3. Division 26, 27, and 28 Sections specifying cable and conduit penetrations.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. A/D Fire Protection Systems Inc.
 - b. Grace Construction Products.

- c. Hilti, Inc.
 - d. Johns Manville.
 - e. Nelson Firestop Products.
 - f. NUCO Inc.
 - g. Specified Technologies Inc.
 - h. 3M Fire Protection Products.
 - i. Tremco, Inc.; Tremco Fire Protection Systems Group.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
 2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
 3. W-Rating: Provide penetration firestopping systems showing no evidence of water leakage when tested according to UL 1479.
- D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.
1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content:
1. Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- G. Low-Emitting Materials: Penetration firestopping sealants and sealant primers shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- H. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

1. Permanent forming/damming/backing materials.
2. Substrate primers.
3. Collars.
4. Steel sleeves.

2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

- A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- C. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.

- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Silicone joint sealants.
 - 2. Latex joint sealants.
 - 3. Acoustical Joint Sealant

- B. Related Requirements:

- 1. Division 08 Section "Glazing" for glazing sealants.
 - 2. Division 08 Section "Aluminum Framed Entrances and Storefronts".
 - 3. Division 08 Section "Hollow Metal Frames".
 - 4. Division 09 Section "Gypsum Board" for sealing perimeter joints.
 - 5. Division 09 Section "Acoustical Panel Ceilings" for sealing edge moldings at perimeters with acoustical sealant.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.

- D. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Final Completion.
- B. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, 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 joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
 - 1. Architectural sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
 - 3. Sealants and sealant primers for nonporous substrates shall have a VOC content of 775 g/L or less.
- A. Stain-Test-Response Characteristics: Where 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.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; 890.
 - b. Dow Corning Corporation; 790
 - c. Tremco Incorporated; Spectrum 1.
- B. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; 864.
 - b. GE Advanced Materials - Silicones; SilPruf SCS2000.
 - c. Dow Corning Corporation; 791

2.3 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex, ASTM C 834, Type OP, Grade NF. (Interior Applications)

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Pecora Corporation; AC-20+.
- b. BASF Building Systems; Sonolac.
- c. Bostik, Inc.; Chem-Calk 600.
- d. Tremco Incorporated; Tremflex 834.

2.4 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Pecora Corporation; AC-20 FTR.
- b. GE Construction Sealant; RCS20 Acoustical Sealant
- c. USG Corporation; SHEETROCK Acoustical Sealant.
- d. Tremco Incorporated; Tremco Acoustical Sealant.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. 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. 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 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, 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. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by 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 or primer 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.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind 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.
- 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 in subparagraphs 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.
 - 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 profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
 - 4. Provide recessed joint configuration of recess depth and at locations indicated according to Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 INSTALLATION OF ACOUSTICAL SEALANT

- A. Install acoustical sealant on both sides of base track and around all electrical outlets.
- B. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.5 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other

requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.6 CLEANING

- A. 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.

3.7 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Solid-core doors wood-veneer faces.
 - 2. Factory finishing flush wood doors.

- B. Related Requirements:

- 1. Section 088853 "Security Glazing" for glass view panels in flush wood doors.
 - 2. Section 087100 "Door Hardware"

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction. Include factory-finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
 - 1. Dimensions and locations of mortises and holes for hardware.
 - 2. Dimensions and locations of cutouts.
 - 3. Requirements for veneer matching.
 - 4. Doors to be factory finished and finish requirements.
 - 5. Fire-protection ratings for fire-rated doors.
- C. Samples for Initial Selection: For factory-finished doors, (Match Color and species of Existing Doors and Finishes throughout the building).

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is a certified participant in AWT's Quality Certification Program.
- B. Source Limitations: Obtain wood doors from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.8 WARRANTY

- A. A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
 - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - 3. Warranty Period for Solid-Core Interior Doors: Life of installation from date of Final Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Marshfield Door Systems, Inc. (Basis-of- Design, SonaShield, Acoustic Rated)
 - 2. Eggers Industries.

3. Mohawk Doors; a Masonite company.
4. Oshkosh Door Company.

2.2 FLUSH WOOD DOORS, GENERAL

- A. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
- B. WDMA I.S.1-A Performance Grade: Heavy Duty
- C. Particleboard-Core Doors: (Required to meet STC 44 rating min).
 1. Particleboard: ANSI A208.1, made with binder containing no urea-formaldehyde.
 2. Particleboard: Straw-based particleboard complying with ANSI A208.1, Grade LD-2 or M-2, except for density.
 3. Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.:
 - a. 5-inch (125-mm) top-rail blocking, in doors indicated to have closers.
 - b. 5-inch (125-mm) bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.
 - c. 5-inch (125-mm) midrail blocking, in doors indicated to have exit devices.
 4. Provide doors with structural-composite-lumber cores instead of particleboard cores for doors indicated to receive exit devices.
- D. Gasketing:
 1. Supply gasketing on the head and jamb of the frame per manufacturer's requirements to meet min. STC rating
 2. Supply gasketing at bottom of door or door shoe per manufacture's requirements to meet min. STC rating.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors:
 1. Grade: Premium, with Grade A faces.
 2. Species: White Birch.
 3. Cut: Plain sliced (flat sliced).
 4. Match between Veneer Leaves: Book match.
 5. Assembly of Veneer Leaves on Door Faces: Balance match.
 6. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
 7. Room Match: Match door faces within each separate room or area of building. Corridor-door faces do not need to match where they are separated by 10 feet (3 m) or more.
 8. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.

9. Blueprint Match: Where indicated, provide doors with faces produced from same flitches as adjacent wood paneling and arranged to provide blueprint match with wood paneling. Comply with requirements in Section 064216 "Flush Wood Paneling."
10. Exposed Vertical and Top Edges: Same species as faces or a compatible species - edge Type A.
11. Core: Particleboard or Structural composite lumber.
12. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering. Faces are bonded to core using a hot press.
13. Construction: Seven plies, either bonded or nonbonded construction.
14. WDMA I.S.1-A Performance Grade: Heavy Duty.

2.4 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
 1. Comply with NFPA 80 requirements for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
- C. Openings: Factory cut and trim openings through doors.
 1. Light Openings: Trim openings with moldings of material and profile indicated.
 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.5 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
 1. Grade: Premium.
 2. Staining: As selected by Architect from manufacturer's full range.
 - a. Match existing doors within the building.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
 - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware.
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
 - 1. Install fire-rated doors according to NFPA 80.
 - 2. Install smoke- and draft-control doors according to NFPA 105.
 - 3. Install door gasketing according to STC 44 rating min.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
 - 1. Clearances: Provide 1/8 inch at heads, jambs, and between pairs of doors. Provide 1/8 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch from bottom of door to top of threshold unless otherwise indicated.
 - a. Comply with NFPA 80 for fire-rated doors.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Mechanical door hardware for the following:

- a. Swinging doors.

- B. Related Requirements:

- 1. Section 081416 "Flush Wood Doors" for provided as part of labeled fire-rated assemblies.

1.3 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Keying Conference: Conduct conference at Project site.
 - 1. Incorporate conference decisions into keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - a. Flow of traffic and degree of security required.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.
 - d. Requirements for access control.
 - e. Address for delivery of keys.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For each type of exposed finish.
- C. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
 - 3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
 - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - e. Fastenings and other installation information.
 - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
 - g. Mounting locations for door hardware.
 - h. List of related door devices specified in other Sections for each door and frame.
- D. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of electrified door hardware.
 - 1. Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.

- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
2. Warranty Period: Five years from date of Substantial Completion unless otherwise indicated below:
 - a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.
 1. Provide electrified door hardware from same manufacturer as mechanical door hardware unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the ABA standards of the Federal agency having jurisdiction and ICC A117.1.

2.3 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled on Drawings to comply with requirements in this Section.
 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products or approved equivalent allowed by the County and compatible with Best Lock and hardware system.
 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.

- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
 2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

2.4 HINGES

- A. Hinges: BHMA A156.1 and have the number of knuckles as specified, oil-impregnated bearings as specified with NRP (non-removable pin) feature, at all exterior reverse bevel doors. Hinges shall be a minimum of 4 1/2" high and 4" wide; heavy weight hinges (.180) shall be supplied at all doors where specified.
1. Specified Manufacturer: Stanley
 2. Approved Substitutes: Hager, McKinney

2.5 CONTINUOUS HINGES

- A. Continuous Hinges: BHMA A156.26; minimum 0.120-inch-thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.
- B. Pin-and-Barrel-Type Hinges:
1. Specified Manufacturer: Stanley
 2. Approved Substitutes: MCKinney, Select
- C. Continuous, Gear-Type Hinges: Extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.
1. Specified Manufacturer: Stanley
 2. Approved Substitutes: MCKinney, Select

2.6 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
1. Bored Locks: Minimum 1/2-inch latchbolt throw.
 2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
 3. Deadbolts: Minimum 1.25-inch bolt throw.

- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Lock Trim:
 - 1. Description: 15D
 - 2. Levers: Cast.
 - a. Best Access 7K series or approved equal.
 - 3. Escutcheons (Roses): Cast.
 - 4. Dummy Trim: Match lever lock trim and escutcheons.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
 - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 - 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 - 3. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
 - 4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.
- F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.
 - 1. Best Access
- G. Roller Latches: BHMA A156.16; Grade 1; rolling plunger that engages socket or catch, with adjustable roller projection.
 - 1. Ives, RL30 Heavy-Duty Roller Latch
 - 2. Approved equal.

2.7 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
 - 1. Best Access Systems
- B. Standard Lock Cylinders: BHMA A156.5; Grade 2; permanent cores that are removable; face finished to match lockset.
- C. High-Security Lock Cylinders: BHMA A156.30; Grade 2; Type E, electrical; permanent cores that are removable; face finished to match lockset.
- D. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
- E. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

F. KEYING

G. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.

1. No Master Key System: Only change keys operate cylinders.
 - a. Provide three cylinder change keys.
2. Master Key System: Change keys and a master key operate cylinders.
 - a. Provide three cylinder change keys and five master keys.
3. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
 - a. Provide three cylinder change keys and five each of master and grand master keys.
4. Great-Grand Master Key System: Change keys, a master key, a grand master key, and a great-grand master key operate cylinders.
 - a. Provide three cylinder change keys and five each of master, grand master, and great-grand master keys.
5. Existing System:
 - a. Master key or grand master key locks to Owner's existing system.
 - b. Re-key Owner's existing master key system into new keying system.
6. Keyed Alike: Key all cylinders to same change key.

H. Keys: Brass.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: "DO NOT DUPLICATE."
2. Quantity: In addition to one extra key blank for each lock, provide the following:
 - a. Cylinder Change Keys: Three.
 - b. Master Keys: Six.
 - c. Grand Master Keys: Five.
 - d. Fifteen (15) construction/temporary keys.

2.8 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; matching existing, unless otherwise indicated.

2.9 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; Grade 1 Certified. All closers shall have aluminum alloy bodies, forged steel arms, and separate valves for adjusting backcheck, closing and latching cycles and adjustable spring to provide up to 50% increase in spring power. Closers shall be furnished with parallel arms mounting on all doors opening into corridors or other public spaces and shall be mounted to permit 180 degrees door swing wherever wall conditions permit. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 - 1. Specified Manufacturer: Norton 7500 Series
 - 2. Approved Substitutes: Corbin-Russwin DC6000, Yale 4400 Series.
- B. MECHANICAL STOPS AND HOLDERS
- C. Wall- and Floor-Mounted Stops: BHMA A156.16; aluminum base metal.
 - 1. Where a door is indicated on the plans to strike flush against a wall, wall bumpers shall be provided. Provide convex or concave design as indicated.
 - a. Specified Manufacturer: McKinney
 - b. Approved Substitutes: Rockwood, Trimco

2.10 DOOR GASKETING

- A. Wall- and Floor-Mounted Stops: BHMA A156.16; aluminum base metal.
 - 1. Where a door is indicated on the plans to strike flush against a wall, wall bumpers shall be provided. Provide convex or concave design as indicated.
 - a. Specified Manufacturer: McKinney
 - b. Approved Substitutes: Rockwood, Trimco
- B. Gasketing
 - 1. Gasketing for Court Room Doors to achieve STC 44 rating min:
 - a. Seals for Jamb and head provided by door manufacturer to achieve STC 44 rating min.
 - b. Seal for door bottom provided by door manufacturer to achieve STC 44 rating min.

2.11 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.
 - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and

hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 - 2. Fire-Rated Applications:
 - a. Wood or Machine Screws: For the following:
 - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
 - 2) Strike plates to frames.
 - 3) Closers to doors and frames.
 - b. Steel Through Bolts: For the following unless door blocking is provided:
 - 1) Surface hinges to doors.
 - 2) Closers to doors and frames.
 - 3) Surface-mounted exit devices.
 - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
 - 4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.12 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
- B. Wood Doors: Comply with door and hardware manufacturers' written instructions.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule, but not fewer than one intermediate offset

pivot per door and one additional intermediate offset pivot for every 30 inches of door height greater than 90 inches.

- E. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Furnish permanent cores to Owner for installation.
- F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame to provide STC rating.
 - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
 - 2. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 70 degrees and so that closing time complies with accessibility requirements of authorities having jurisdiction.
 - 3. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
- B. Occupancy Adjustment: Approximately three and six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

3.7 DOOR HARDWARE SCHEDULE

- A. The following schedule is furnished for whatever assistance it may afford the Contractor; do not consider it as entirely inclusive. Should any particular door or item be omitted in any scheduled hardware heading, provide door or item with hardware same as required for similar purposes. Hardware supplier is responsible for handing and sizing all products as listed in the hardware heading. Quantities listed are for each pair of doors, or for each single door.
- B. Manufacturer's Abbreviations:
1. BE – Best Access Systems
 2. MC – McKinney
 3. NO – Norton
 4. ST – Stanley Security Solutions, Inc. (Best Access Systems)
- C. Hardware Sets

SET #01 - Door 320-A

3 Hinges	N830	222	ST
1 Classroom	7KC-4-7R-15D-S3	626	BE
1 Cylinder Core	7 Pin S.F.I.C. Core Only	626	BE
1 Closer	CPS-7500H	626	NO
1 Wall Stop	WS04	626	MC
2 Kickplate (Both Sides)	12" x 2" Less Door Width	626	MC
3 Door Silencers	S1M		MC

SET #02 - Door 320-B

3 Hinges	N830	222	ST
1 Classroom	7KC-4-7R-15D-S3	626	BE
1 Cylinder Core	7 Pin S.F.I.C. Core Only	626	BE
1 Closer	CPS-7500	626	NO
1 Wall Stop	WS04	626	MC
3 Door Silencers	S1M		

SET #03 - (2) Doors, Existing Doors in Court Room to remain.

3 Hinges	FBB199	32D	ST
1 Classroom	7KC-4-7R-15D-S3	626	BE
1 Cylinder Core	Best 7 Pin S.F.I.C. Core Only		
1 Closer	CPS-7500	626	NO
1 Wall Stop	WS04	626	MC
3 Door Silencers	S1M		

END OF SECTION 087100

SECTION 088853 - SECURITY GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes Glass-clad polycarbonate for the following applications:
 - 1. Doors.
 - 2. Interior borrowed lites.

1.3 DEFINITIONS

- A. Glazing Manufacturers: Firms that produce primary glass, monolithic plastic glazing, or fabricated security glazing, as defined in referenced glazing publications.
- B. Interspace: Space between lites of air-gap security glazing or insulating security glazing.

1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on security glazing, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review temporary protection requirements for security glazing during and after installation.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Security Glazing Samples: For each type of security glazing; 12 inches (300 mm) square.
- C. Glazing Accessory Samples: For sealants and colored spacers, in 12-inch (300-mm) lengths.

- D. Security Glazing Schedule: List security glazing types and thicknesses for each size opening and location. Use same designations indicated on Drawings. Indicate coordinated dimensions of security glazing and construction that receives security glazing, including clearances and glazing channel dimensions.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installers, glazing testing agency and sealant testing agency.
- B. Product Certificates: For each type of product indicated, from manufacturer.
- C. Product Test Reports: For each type of security glazing, for tests performed by a qualified testing agency.
- D. Product Test Reports: For each type of glazing sealant, for tests performed by a qualified testing agency.
 - 1. Provide test reports based on testing current sealant formulations within previous 36-month period.
- E. Preconstruction adhesion and compatibility test reports.
- F. Sample Warranties: For special warranties.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs glazing installers for this Project who are certified under the National Glass Association Glazier Certification Program.
- B. Security Glazing Testing Agency Qualifications: Subject to compliance with requirements, testing agency is one of the following:
 - 1. H. P. White Laboratory, Inc.
 - 2. Underwriters Laboratories, Inc.
 - 3. Wiss, Janney, Elstner Associates, Inc.
- C. Sealant Testing Agency Qualifications: Qualified according to ASTM C 1021 for testing indicated.

1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each security glazing type, tape sealant, gasket, glazing accessory, and glazing-framing member for adhesion to and compatibility with elastomeric glazing sealants.
 - 1. Testing will not be required if data based on previous testing of current sealant products and glazing materials match those submitted.

2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to security glazing, tape sealants, gaskets, and glazing channel substrates.
3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Protect security glazing and glazing materials according to manufacturer's written instructions. Prevent damage from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating security glazing and with air-gap security glazing manufacturers' written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.11 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 40 deg F (4.4 deg C).

1.12 WARRANTY

- A. Manufacturer's Special Warranty for Glass-Clad Polycarbonate: Manufacturer agrees to replace glass-clad polycarbonate that deteriorates within specified warranty period. Deterioration of glass-clad polycarbonate is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning glass-clad polycarbonate contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glazing, blemishes exceeding those allowed by referenced glass-clad polycarbonate standard, yellowing, and loss of light transmission.
 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Security Glazing: Obtain security glazing from single source from single manufacturer using the same types of lites, plies, interlayers, and spacers for each security glazing type indicated.
- B. Source Limitations for Glazing Sealants and Gaskets: Obtain from single source from single manufacturer for each product and installation method.

2.2 PERFORMANCE REQUIREMENTS

- A. General:
 - 1. Installed security glazing shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing; or other defects in construction.
 - 2. Installed security glazing shall withstand security-related loads and forces without damage to the glazing beyond that allowed by referenced standards.

2.3 SECURITY GLAZING, GENERAL

- A. Glazing Publications: Comply with published recommendations of security glazing and glazing material manufacturers and organizations below unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
 - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
 - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
 - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Plastic Glazing Labeling: Identify plastic sheets with appropriate markings of applicable testing and inspecting agency, indicating compliance with required fire-test-response characteristics.

2.4 GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
2. For heat-strengthened float glass, comply with requirements for Kind HS.
3. For fully tempered float glass, comply with requirements for Kind FT.
4. For uncoated glass, comply with requirements for Condition A.
5. For coated vision glass, comply with requirements for Condition C (other coated glass).

- C. Chemically Strengthened Glass: Annealed float glass is chemically strengthened to comply with ASTM C 1422, Surface Compression Level 3 and Case Depth Level C.

2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
1. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
 2. Interlayer Color: Clear unless otherwise indicated.

2.6 POLYCARBONATE SECURITY GLAZING

- A. Polycarbonate Sheet: ASTM C 1349, Appendix X1, Type II, coated, mar-resistant, UV-stabilized polycarbonate with coating on exposed surfaces and Type I, standard, UV-stabilized polycarbonate where no surfaces are exposed.
- B. Laminated Polycarbonate: Polycarbonate sheets laminated with clear urethane interlayer that complies with ASTM C 1349, Appendix X2, and has a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation. Provide laminated units that comply with requirements of ASTM C 1349 for maximum allowable laminating process blemishes and haze.
- C. Glass-Clad Polycarbonate: ASTM C 1349.

2.7 SPALL-RESISTANT FILM

- A. Spall-Resistant Film: Composite of clear polyvinyl butyral film and clear abrasion-resistant polyester film.
- B. Laminating Process: Factory laminate spall-resistant film to glazing assemblies to produce laminated lites free of foreign substances, air, and glass pockets.

2.8 GLAZING SEALANTS

- A. General:
1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they contact, including security glazing, seals of insulating security

- glazing and air-gap security glazing, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and security glazing manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- B. Security Sealant: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with low movement complying with ASTM C 920, Grade NS, Class 12.5 or 25, Use NT, and with a Shore A hardness of at least 45 when tested according to ASTM C 661.

2.9 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and security glazing manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.10 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of security glazing and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by security glazing manufacturer to maintain security glazing lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit security glazing lateral movement (side walking).

- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.11 FABRICATION OF SECURITY GLAZING

- A. Fabricate security glazing in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Grind smooth and polish exposed security glazing edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing for security glazing, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. Minimum required bite.
 - 5. Effective sealing between joints of framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving security glazing immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of security glazing, sealants, gaskets, and other glazing materials unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect edges of security glazing from damage during handling and installation. Remove damaged security glazing from Project site and legally dispose of off Project site. Damaged security glazing includes units with edge or face damage or other imperfections that, when installed, could weaken security glazing and impair performance and appearance.

- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications unless otherwise required by glazing unit manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by security glazing manufacturers for installing lites.
- F. Provide spacers for security glazing lites where the length plus width is larger than 50 inches (1270 mm).
 - 1. Locate spacers directly opposite each other on both inside and outside faces of security glazing. Install correct size and spacing to preserve required face clearances unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with performance requirements.
 - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glazing lites and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent security glazing from moving sideways in glazing channel, as recommended in writing by security glazing manufacturer and according to requirements in referenced glazing publications.
- H. Set security glazing in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set coated security glazing with proper orientation so that coatings and films face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by security glazing, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center security glazing in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket securely in place between glazing unit and frame or fixed stop, so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center security glazing in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in security glazing. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center security glazing in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in security glazing. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between security glazing and glazing stops to maintain face clearances and to prevent sealant from extruding into glazing channel and blocking weep systems. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to security glazing and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial washaway from security glazing.

3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect security glazing from contact with contaminating substances resulting from construction operations, including weld splatter. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
 - 1. If, despite such protection, contaminating substances do come into contact with security glazing, remove substances immediately as recommended in writing by security glazing manufacturer. Remove and replace security glazing that cannot be cleaned without damage.
- C. Wash security glazing on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash security glazing as recommended in writing by security glazing manufacturer.

3.8 GLASS-CLAD POLYCARBONATE SECURITY GLAZING SCHEDULE

- A. Security Glazing Type SG-1: Clear symmetrical glass-clad polycarbonate.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. LTI Smartgard – BR3, No spall; Manufactured by The LTI Group, LTI Smart Glass, Inc., 14 Frederico Drive, Pittsfield, MA 01201
 - b. Approved equivalent.
 - 2. Ballistic Resistance: Level 3 according to UL 752.

END OF SECTION 088853

SECTION 090000 – COLOR AND FINISH LEGEND COVER

END OF SECTION 090000

FINISH CODE	MANUFACTURER	STYLE/PATTERN	COLOR	SIZE	ADDITIONAL REQUIREMENTS	REMARKS
ACOUSTICAL CEILING TILE						
ACT	1	Armstrong	Optima	white	24x24x1	Belveled Tegular with Prelude grid
CARPET TILE						
CPT	1	Atlas Carpet Mills	Terra Nuovo, Velo Pattern	VV22 Amber Leaf	12'-6" Roll	Broadloom
HIGH PRESSURE LAMINATE						
HPL	1	Wilsonart	Sable Soapstone 4883-38			Work surfaces
PAINT						
PT	1	Sherwin Williams	Harmony Low VOC	SW 0035 Indian White		General paint color
PT	2	Sherwin Williams	Harmony Low VOC	SW 7026 Griffin		Railing and UV color
PT	3	Sherwin Williams	Harmony Low VOC	Ceiling White		Ceiling paint
SOLID SURFACE						
SSR	1	Corian	Deep Mink			Ledge at front of Judge's bench
STAIN						
ST1	1	Sherwin Williams	Wood Classics	Stained to match wood wall covering		Hd. Wd. Trim, vertical millwork faces
WALL COVERING						
WC	1	Wolf Gordon	Legacy	Carmello		Back wall below hd. wd. Trim
WC	2	Sanfoot	FC Cherry	Stain # 122105		Wall panels

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
 - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

1. Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: As indicated on Drawings.
 - b. Depth: As indicated on Drawings.
 2. Dimpled Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: As indicated on Drawings.
 - b. Depth: As indicated on Drawings.
 - C. Shearwall Hold downs: Bracing to provide stability at half walls.
 1. Basis of Design: ClarkDietrich Hold downs CD8 / S/HD8S
 - D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 1. Minimum Base-Metal Thickness: 0.027 inch
 - E. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch wide flanges.
 1. Depth: 1-1/2 inches.
 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch thick, galvanized steel.
 - F. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch wide flanges.
 1. Depth: 3/4 inch
 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch diameter wire, or double strand of 0.048-inch diameter wire.
- 2.3 SUSPENSION SYSTEMS
- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch diameter wire, or double strand of 0.048-inch diameter wire.
 - B. Hanger Attachments to Concrete:
 1. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
 - C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
 - D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch wide flanges.

1. Depth: As indicated on Drawings

E. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch wide flanges, 3/4 inch deep.
2. Steel Studs and Runners: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.033 inch.
 - b. Depth: 3-5/8 inches.

F. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
 - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
 - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
 - 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 - 1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
3. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.
- F. Direct Furring:
 1. Screw to wood framing.
 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 1. Hangers: 48 inches o.c.
 2. Carrying Channels (Main Runners): 48 inches o.c.
 3. Furring Channels (Furring Members): 16 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for

- structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.
- B. Related Requirements:
 - 1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of trim accessory and textured finish indicated.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Build mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - b. Each texture finish indicated.
 - 2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
 - 3. Simulate finished lighting conditions for review of mockups.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 - 1. Thickness: 5/8 inch (15.9 mm).
 - 2. Long Edges: Tapered.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from **0.033 to 0.112 inch** (0.84 to 2.84 mm) thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than **1/16 inch (1.5 mm)** of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than **8 sq. ft. (0.7 sq. m)** in area.
 2. Fit gypsum panels around ducts, pipes, and conduits.
 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow **1/4- to 3/8-inch- (6.4- to 9.5-mm-)** wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide **1/4- to 1/2-inch- (6.4- to 12.7-mm-)** wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

- K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Vertical surfaces unless otherwise indicated.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 5: Standard
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for interior ceilings.
- B. Related Requirements:
 - 1. Section 095123 "Acoustical Tile Ceilings" for ceilings consisting of mineral-base acoustical tiles used with fully concealed suspension systems, stapling, or adhesive bonding.
 - 2. Section 09000 Color and Finish Legend for Basis of Design selections.
- C. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.
- C. Samples for Initial Selection: For components with factory-applied finishes.
- D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
 - 1. Acoustical Panels: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
 - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.
 - 3. Clips: Full-size hold-down, impact clips.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Ceiling suspension-system members.
 2. Structural members to which suspension systems will be attached.
 3. Method of attaching hangers to building structure.
 - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.
 4. Carrying channels or other supplemental support for hanger-wire attachment where conditions do not permit installation of hanger wires at required spacing.
 5. Size and location of initial access modules for acoustical panels.
 6. Items penetrating finished ceiling and ceiling-mounted items including the following:
 - a. Lighting fixtures.
 - b. Diffusers.
 - c. Grilles.
 - d. Speakers.
 - e. Sprinklers.
 - f. Access panels.
 - g. Perimeter moldings.
 7. Show operation of hinged and sliding components covered by or adjacent to acoustical panels.
 8. Minimum Drawing Scale: 1/8 inch = 1 foot (1:96).
- B. Qualification Data: For testing agency.
- C. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.
- E. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.

2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.
3. Hold-Down Clips: Equal to 2 percent of quantity installed.
4. Impact Clips: Equal to 2 percent of quantity installed.

1.8 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 1. Build mockup of typical ceiling area as shown on Drawings.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, 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.
 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of acoustical ceiling panel and its supporting suspension system from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Class A according to ASTM E 1264.
 - 2. Smoke-Developed Index: 50 or less.
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL or from the listings of another qualified testing agency.

2.3 ACOUSTICAL PANELS (ACT1)

Basis of Design: Provide Armstrong World Industries, Inc. Optima ceiling tile or comparable product by one of the following:

- a. CertainTeed Corp.
 - b. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Acoustical Panel Standard: Provide manufacturer's standard panels according to ASTM E 1264 and designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
 - C. Classification: Provide fire-resistance-rated panels as follows:
 - 1. Type and Form: Type XII, glass-fiber base with membrane-faced overlay; Form 2, cloth. Binder shall not contain urea formaldehyde.
 - 2. Pattern: E (lightly textured)
 - D. Color: White/As indicated on Drawings.
 - E. Light Reflectance (LR): Not less than 0.90.
 - F. Noise Reduction Coefficient (NRC): Not less than 0.95.
 - G. Articulation Class (AC): Not less than 190.
 - H. Edge/Joint Detail: Tegalur
 - I. Thickness: 1"
 - J. Modular Size: 24 by 24 inches (610 by 610 mm).
 - K. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273, ASTM D 3274, or ASTM G 21 and evaluated according to ASTM D 3274 or ASTM G 21.

2.4 METAL SUSPENSION SYSTEM

Basis of Design: Provide Armstrong World Industries, Inc. Prelude grid or comparable product by one of the following:

- a. CertainTeed Corp.
- b. USG Interiors, Inc.; Subsidiary of USG Corporation.

B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories according to ASTM C 635/C 635M and designated by type, structural classification, and finish indicated.

1. High-Humidity Finish: Where indicated, provide coating tested and classified for "severe environment performance" according to ASTM C 635/C 635M.
2. Color: White

2.5 ACCESSORIES

A. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488/E 488M or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Postinstalled expansion anchors.
 - b. Corrosion Protection: Carbon-steel components zinc plated according to ASTM B 633, Class SC 1 (mild) service condition.
 - c. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316.
 - d. Corrosion Protection: Components fabricated from nickel-copper-alloy rods complying with ASTM B 164 for UNS No. N04400 alloy.
2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from 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, conducted by a qualified testing and inspecting agency.

B. Wire Hangers, Braces, and Ties: Provide wires as follows:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.

4. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.135-inch- (3.5-mm-) diameter wire.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- F. Hold-Down Clips: Manufacturer's standard hold-down.
- G. Impact Clips: Manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Acceptable Manufacturers:
 1. Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 1. Edge moldings shall fit acoustical panel edge details and suspension systems indicated and match width and configuration of exposed runners unless otherwise indicated.
 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.
 1. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.
 2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.7 ACOUSTICAL SEALANT

- A. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION

- A. Install acoustical panel ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.
 - 1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and

- appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 8. Do not attach hangers to steel deck tabs.
 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than **16 inches (400 mm)** o.c. and not more than **3 inches (75 mm)** from ends. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 4. Install hold-down and/or impact clips in areas indicated; space according to panel manufacturer's written instructions unless otherwise indicated.
 - a. Hold-Down Clips: Space 24 inches (610 mm) o.c. on all cross runners.

5. Install clean-room gasket system in areas indicated, sealing each panel and fixture as recommended by panel manufacturer's written instructions.
6. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m) non-cumulative.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 1. Periodic inspection during the installation of suspended ceiling grids according to ASCE/SEI 7.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Perform the following tests and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners in successive stages and when installation of ceiling suspension systems on each floor has reached 20 percent completion, but no panels have been installed. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations of acoustical panel ceiling hangers show compliance with requirements.
 1. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
 2. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- D. Acoustical panel ceiling hangers, anchors, and fasteners will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

3.6 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.

- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096816 - SHEET CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Tufted carpet.

- B. Related Requirements:

- 1. Section 024119 "Selective Demolition" for removing existing floor coverings.
 - 2. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet.
 - 3. Section 09000 Color and Finish Legend for Basis of Design selections.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

- 1. Review methods and procedures related to carpet installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include manufacturer's written data on physical characteristics and durability.
 - 2. Include manufacturer's written installation recommendations for each type of substrate.

- B. Shop Drawings: For carpet installation, showing the following:

- 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
 - 2. Carpet type, color, and dye lot.

3. Seam locations, types, and methods.
 4. Type of subfloor.
 5. Type of installation.
 6. Pattern type, repeat size, location, direction, and starting point.
 7. Pile direction.
 8. Types, colors, and locations of edge, transition, and other accessory strips.
 9. Transition details to other flooring materials.
- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
1. Carpet: 12-inch- (300-mm-) square Sample.
 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.
 3. Carpet Seam: 6-inch (150-mm) Sample.
- D. Samples for Initial Selection: For each type of product.
1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.
- E. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
1. Carpet: 12-inch- (300-mm-) square Sample.
 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.
 3. Carpet Seam: 6-inch (150-mm) Sample.
- F. Product Schedule: For carpet. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet to include in maintenance manuals. Include the following:
 1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 2. Precautions for cleaning materials and methods that could be detrimental to carpet.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet: Full-width rolls equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m).

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockups at locations and in sizes shown on Drawings.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI's "CRI Carpet Installation Standard."
- B. Deliver carpet in original mill protective covering with mill register numbers and tags attached.

1.10 FIELD CONDITIONS

- A. Comply with CRI's "CRI Carpet Installation Standard" for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet and carpet cushion until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet over concrete slabs until slabs have cured, are sufficiently dry to bond with adhesive, and have pH range recommended by carpet manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.

1.11 WARRANTY

- A. Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.

1. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Loss of tuft bind strength.
 - c. Excess static discharge.
 - d. Delamination.
3. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TUFTED CARPET (CPT1)

- A. **Basis of Design:** Provide Atlas Carpet Mills Terra Nuovo, Velo or comparable product by one of the following:
 - a. Tandus Centiva
 - b. Shaw Contract Group
 - c. J&J Invision
- B. Color: As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design Selections.
- C. Pattern: As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design Selections.
- D. Fiber Content: Antron® type 6,6
- E. Fiber Type: Antron® Legacy nylon
- F. Pile Characteristic: Interloop patterned loop with tipshear.
- G. Density: 7,634
- H. Gage: 5/64
- I. Tufted Yarn Weight: 28 oz./sq. yd. for finished carpet.
- J. Total Weight: 65 oz./sq. yd. for finished carpet.
- K. Primary Backing: Manufacturer's standard material, Polypropylene
- L. Secondary Backing: **Manufacturer's standard material**, Action Bac™
- M. Roll Width: 12 feet 6 inches.
- N. Applied Treatments:
 1. Applied Soil-Resistance Treatment: Manufacturer's standard material.

O. Performance Characteristics:

1. Appearance Retention Rating: Moderate traffic, 2.5 minimum according to ASTM D 7330.
2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm according to NFPA 253.
3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
4. Tuft Bind: Not less than 8 lbf (36 N) according to ASTM D 1335.
5. Delamination: Not less than 3.5 lbf/in. (0.6 N/mm) according to ASTM D 3936.
6. Noise Reduction Coefficient (NRC): .35 according to ASTM C 423.
7. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
8. Colorfastness to Light: Not less than 4 after 60 AFU (AATCC fading units) according to AATCC 16, Option E.
9. Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended or provided by carpet manufacturer.
- C. Tackless Carpet Stripping: Water-resistant plywood, in strips as required to match cushion thickness and that comply with CRI's "CRI Carpet Installation Standard."
- D. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance.
- B. Examine carpet for type, color, pattern, and potential defects.
- C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
 1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m) and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

- a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
 - b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
 - c. Perform additional moisture tests recommended in writing by adhesive and carpet manufacturers. Proceed with installation only after substrates pass testing.
- D. Wood Subfloors: Verify the following:
1. Underlayment over subfloor complies with requirements specified in Section 061600 "Sheathing."
 2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard" and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm), unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet manufacturers.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 CARPET INSTALLATION

- A. Comply with CRI's "CRI Carpet Installation Standard" and carpet manufacturer's written installation instructions for the following:
1. Direct-glue-down installation.
 2. Double-glue-down installation.
 3. Carpet with attached-cushion installation.
 4. Preapplied adhesive installation.
 5. Hook-and-loop installation.
 6. Stretch-in installation.
 7. Stair installation.

- B. Comply with carpet manufacturer's written instructions and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.
 - 1. Stretch-in Carpet Installation: Install carpet cushion seams at 90-degree angle with carpet seams.
- C. Install **as indicated on Drawings**.
- D. Do not bridge building expansion joints with carpet.
- E. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- F. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet as marked on subfloor. Use nonpermanent, nonstaining marking device.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
 - 2. Remove yarns that protrude from carpet surface.
 - 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with CRI's "CRI Carpet Installation Standard."
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods recommended in writing by carpet manufacturer.

END OF SECTION 096816

SECTION 097200 - WALL COVERINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl wall covering.
 - 2. Wood-veneer wall covering.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.
- B. Shop Drawings: Show location and extent of each wall-covering type. Indicate pattern placement, veneer matching, seams and termination points.
- C. Samples: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36-inch- (914-mm-) long in size.
 - 1. Wall-Covering Sample: From same production run to be used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of fabric.
 - 2. Wood-Veneer Wall-Covering Sample: From same flitch to be used for the Work, with specified finish applied.
- D. Samples for Initial Selection: For each type of wall covering.
- E. Samples for Verification: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36-inch- (914-mm-) long in size.

1. Wall-Covering Sample: From same production run to be used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of fabric.
2. Wood-Veneer Wall-Covering Sample: From same flitch to be used for the Work, with specified finish applied.

F. Product Schedule: For wall coverings. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Product Test Reports: For each wall covering, for tests performed by a qualified testing agency.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wall coverings to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Wall-Covering Materials: For each type, color, texture, and finish, full width by length to equal to 5 percent of amount installed.

1.8 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for installation.
 1. Build mockups for each type of wall covering on each substrate required. Comply with requirements in ASTM F 1141 for appearance shading characteristics.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.

1. Wood-Veneer Wall Coverings: Condition spaces for not less than 48 hours before installation.
- B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.
- C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates according to test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 50 or less.

2.2 VINYL WALL COVERING (WC1)

Basis of Design: Provide Wolf Gordon Legacy wallcovering or comparable product by one of the following:

- a. DesignTex
- b. Knoll
- B. Description: Provide products in rolls from same production run and complying with the following:
 1. Type II, Medium Duty products.
- C. Total Weight: 20 oz excluding coatings.
- D. Width: 54 inches (1372 mm) .
- E. Backing: Osnaburg fabric.
- F. Repeat: Reverse hang, random match
- G. Colors, Textures, and Patterns: As selected by Architect from manufacturer's full range, refer to Color and Finish Legend for Basis of Design selections.

2.3 WOOD-VENEER WALL COVERING (WC2)

Basis of Design: Provide Sanfoot Natural Wood Veneer wallcovering or comparable product by one of the following:

- a. CraftWood
- b. Wolf Gordon

- B. Description: Provide wood-veneer wall covering in rolls from same production run.
- C. Sheet Size: 3'x10'
- D. Veneer Construction: Five-ply product consisting of genuine wood veneer bonded to paper, foil, glue liner barrier and paper. Factory-applied coating of urethane sealer and finish.
- E. Wood Species: Cherry.
- F. Cut and Figure: Flat Cut
- G. Veneer Match: Book.
- H. Sheet Match: Sequence.
- I. Applied Backing Material: Paper
- J. Finish: Factory applied using wall-covering manufacturer's standard system.
 1. Colors: As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design selections.

2.4 ACCESSORIES

- A. Adhesive: Mildew-resistant, nonstaining, adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.
- B. Primer/Sealer: Mildew resistant as recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.
- C. Seam Tape: As recommended in writing by wall-covering manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for levelness, wall plumbness, maximum moisture content, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, mildew, and incompatible primers.
- C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
 - 1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
 - 2. Plaster: Allow new plaster to cure. Neutralize areas of high alkalinity. Prime with primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 3. Gypsum Board: Prime with primer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 4. Painted Surfaces: Treat areas susceptible to pigment bleeding.
- D. Check painted surfaces for pigment bleeding. Sand gloss, semigloss, and eggshell finish with fine sandpaper.
- E. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.
- F. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.3 WALL-COVERING INSTALLATION

- A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.
- B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.
- C. Install strips in same order as cut from roll.
 - 1. For solid-color, even-texture, or random-match wall coverings, reverse every other strip.
- D. Install wall covering without lifted or curling edges and without visible shrinkage.
- E. Match pattern 72 inches (1830 mm) above the finish floor.
- F. Install seams vertical and plumb at least 6 inches (150 mm) from outside corners and 6 inches (150 mm) from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.
- G. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.

- H. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

3.4 CLEANING

- A. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended in writing by wall-covering manufacturer.
- C. Replace strips that cannot be cleaned.
- D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 097200

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU)
 - 3. Steel.
 - 4. Galvanized metal.
 - 5. Gypsum board.
- B. Related Sections include the following:
 - 1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
 - 2. Division 06 Sections for shop priming carpentry with primers specified in this Section.
 - 3. Division 08 Sections for factory priming windows and doors with primers specified in this Section.
 - 4. Section 09000 Color and Finish Legend for Basis of Design selections.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. Installer Qualifications: The EPA legislation requires all firms (including school districts) and their employees to be properly trained to use lead-safe work practices in an effort to minimize lead exposure to building occupants. This EPA rule applies to buildings or portions of buildings, built before 1978, that house Pre-K, Kindergarten or 1st grade children, including those common areas routinely used by children under 6 such as corridors, toilet rooms, gyms, and cafeterias. Certification is achieved by successfully completing an 8-hour training course offered by an EPA-accredited training provider.

C. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Apply benchmark samples after permanent lighting and other environmental services have been activated.
2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis of Design:** Subject to compliance with requirements, provide Sherwin Williams paint or comparable product by one of the following:
- a. Benjamin Moore & Co.
 - b. Glidden Professional

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- B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
 2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
 3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 4. Floor Coatings: VOC not more than 100 g/L.
 5. Shellacs, Clear: VOC not more than 730 g/L.
 6. Shellacs, Pigmented: VOC not more than 550 g/L.
 7. Flat Topcoat Paints: VOC content of not more than 50 g/L.
 8. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
 9. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 10. Floor Coatings: VOC not more than 100 g/L.
 11. Shellacs, Clear: VOC not more than 730 g/L.
 12. Shellacs, Pigmented: VOC not more than 550 g/L.
 13. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.

14. Dry-Fog Coatings: VOC content of not more than 400 g/L.
15. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.
16. Pre-Treatment Wash Primers: VOC content of not more than 420 g/L.

D. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
2. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.
 - g. Di (2-ethylhexyl) phthalate.
 - h. Di-n-butyl phthalate.
 - i. Di-n-octyl phthalate.
 - j. 1,2-dichlorobenzene.
 - k. Diethyl phthalate.
 - l. Dimethyl phthalate.
 - m. Ethylbenzene.
 - n. Formaldehyde.
 - o. Hexavalent chromium.
 - p. Isophorone.
 - q. Lead.
 - r. Mercury.
 - s. Methyl ethyl ketone.
 - t. Methyl isobutyl ketone.
 - u. Methylene chloride.
 - v. Naphthalene.
 - w. Toluene (methylbenzene).
 - x. 1,1,1-trichloroethane.
 - y. Vinyl chloride.

E. Colors: As selected by Architect from full range of industry colors. Refer to Color and Finish Legend for Basis of Design selections.

2.2 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

1. VOC Content: E Range of E1.

2.3 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
 - 1. VOC Content: E Range of E1.
- B. Waterborne Galvanized-Metal Primer: MPI #134.
 - 1. VOC Content: E Range of E1.

2.4 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
 - 1. VOC Content: E Range of E1.
- B. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
 - 1. VOC Content: E Range of E1.
- C. Interior Latex (Satin): MPI #43 (Gloss Level 4).
 - 1. VOC Content: E Range of E1.
- D. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.
- E. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
 - 1. VOC Content: E Range of E1.

2.5 FLOOR COATINGS

- A. Interior/Exterior Clear Concrete Floor Sealer (Water Based): MPI #99.
 - 1. VOC Content: E Range of E1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- H. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.
- I. Spray-Textured Ceiling Substrates: Do not begin paint application until surfaces are dry.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 2. Provide finish coats that are compatible with primers used.
 3. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 5. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 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.
- B. 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.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 3. 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 that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.

2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by 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.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Traffic Surfaces:

- 1. Water-Based Clear Sealer System: MPI INT 3.2G.
 - a. First Coat: Interior/exterior clear concrete floor sealer (water based).
 - b. Topcoat: Interior/exterior clear concrete floor sealer (water based).

B. Steel Substrates:

- 1. Latex Over Alkyd Primer System: MPI INT 5.1Q.
 - a. Prime Coat: Alkyd anticorrosive Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex [(semigloss).
- 2. Latex Over ShopPrimed Steel System: MPI INT 5.1Q modified.
 - a. Prime Coat: Not required.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).

C. Galvanized-Metal Substrates:

- 1. Latex Over Waterborne Primer System: MPI INT 5.3J.
 - a. Prime Coat: Waterborne galvanized-metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).

D. Gypsum Board Substrates:

- 1. Latex System – Interior Walls general: MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (eggshell).
- 2. Latex System – Interior Restroom Walls: MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.

- c. Topcoat: Interior latex (satin).
- 3. Latex System – Interior Ceiling : MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (flat).

END OF SECTION 099123

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and application of wood stains and transparent finishes on the following substrates:
 - 1. Interior Substrates:
 - a. Dressed lumber (finish carpentry or woodwork).
 - b. Wood-based panel products.
 - c. Wood floors and stairs.
- B. Related Requirements:
 - 1. Section 099123 "Interior Painting" for stains and transparent finishes on concrete floors.
 - 2. Section 099600 "High-Performance Coatings" for transparent high-performance coatings on concrete floors and clay masonry.
 - 3. Section 09000 Color and Finish Legend for Basis of Design selections.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- D. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- E. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of product.
- C. Samples for Verification: For each type of finish system and in each color and gloss of finish required.
1. Submit Samples on representative samples of actual wood substrates, 8 inches (200 mm) square
 2. Apply coats on Samples in steps to show each coat required for system.
 3. Label each coat of each Sample.
 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to finish system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Stains and Transparent Finishes: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each finish system indicated and each color selected to verify preliminary selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each type of finish system and substrate.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 2. Final approval of stain color selections will be based on mockups.
 - a. If preliminary stain color selections are not approved, apply additional mockups of additional stain colors selected by Architect at no added cost to Owner.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
1. Maintain containers in clean condition, free of foreign materials and residue.

2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply finishes only when temperature of surfaces to be finished and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply finishes when relative humidity exceeds 85 percent, at temperatures less than 5 deg F (3 deg C) above the dew point, or to damp or wet surfaces.
- C. Do not apply exterior finishes in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis of Design:** Subject to compliance with requirements, provide Sherwin Williams Wood Classics Interior Oil Stain or comparable product by one of the following:
 - a. Benjamin Moore & Co.
 - b. Glidden Professional.

2.2 MATERIALS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."
- B. Material Compatibility:
 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, products shall be recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Stain Colors: As selected by Architect from manufacturer's full range. Refer to Color and Finish Legend for Basis of Design selections.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Materials: Owner reserves the right to invoke the following procedure:
 1. Owner will engage the services of a qualified testing agency to sample wood finishing materials. Contractor will be notified in advance and may be present when samples are taken. If materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying wood finishes if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying materials from Project site, pay for testing, and refinish surfaces finished with rejected materials. Contractor will be required to remove rejected materials from previously finished surfaces before refinishing with complying materials if the two finishes are incompatible or produce results that, in the opinion of the Architect, are aesthetically unacceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Interior Wood Substrates: 13 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
 1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.
 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.
- D. Interior Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual," to produce smooth, glasslike finish.
3. Sand surfaces exposed to view and dust off.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dry.

3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 1. Use applicators and techniques suited for finish and substrate indicated.
 2. Finish surfaces behind movable equipment and furniture same as similar exposed surfaces.
 3. Do not apply finishes over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing finish application, clean spattered surfaces. Remove spattered materials by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 INTERIOR WOOD -FINISH-SYSTEM SCHEDULE

- A. Wood Substrates including:
 1. Wood trim, architectural woodwork, doors, and windows
 2. Traffic surfaces including stairs.
 - a. Polyurethane Varnish over Stain System
 - b. Stain Coat: Stain, semitransparent, for interior wood, MPI #90.
 - 1) Sherwin Williams Interior Oil Stain (ST-1)
 - c. First Intermediate Coat: Polyurethane varnish matching topcoat.
 - d. Second Intermediate Coat: Polyurethane varnish matching topcoat.

- e. Topcoat: Varnish, interior, polyurethane, oil modified, satin (MPI Gloss Level 4), MPI #57.
 - 1) Sherwin Williams Wood Classics Waterborne Polyurethane Varnish.

END OF SECTION 099300

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Balancing Existing Constant-volume Air Systems:

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Certified TAB reports.
- C. Sample report forms.
- D. Instrument calibration reports, to include the following:
 - 1. Instrument type and make.
 - 2. Serial number.
 - 3. Application.
 - 4. Dates of use.
 - 5. Dates of calibration.

1.5 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB, or TABB.

1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB, or TABB.
 2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB, or TABB as a TAB technician.
- B. Certify TAB field data reports and perform the following:
1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard TAB contractor's forms approved by Engineer.
- D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.6 PROJECT CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.7 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.

- D. Examine existing HVAC equipment to be tested and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- E. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 - 1. Hydronic systems are filled, clean, and free of air.
 - 2. Automatic temperature-control systems are operational.
 - 3. Equipment and duct access doors are securely closed.
 - 4. Balance, smoke, and fire dampers are open.
 - 5. Isolating and balancing valves are open and control valves are operational.
 - 6. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 - 7. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation and ducts for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, install test ports that comply with requirements in Section 233300 "Air Duct Accessories."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer's name, model number, and serial number.

2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

3.5 PROCEDURES FOR EXISTING HEAT-TRANSFER COILS

A. Measure, adjust, and record the following data for each water coil:

1. Entering- and leaving-water temperature.
2. Water flow rate.
3. Water pressure drop.
4. Dry-bulb temperature of entering and leaving air.
5. Wet-bulb temperature of entering and leaving air for cooling coils.
6. Airflow.
7. Air pressure drop.

3.6 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

B. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.7 TOLERANCES

A. Set HVAC system's air flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.

3.8 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.

- B. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB contractor.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
12. Nomenclature sheets for each item of equipment.
13. Notes to explain why certain final data in the body of reports vary from indicated values.
14. Test conditions for fan performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Fan drive settings including settings and percentage of maximum pitch diameter.
 - e. Settings for supply-air, static-pressure controller.
 - f. Other system operating conditions that affect performance.

- C. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.

- d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Number, make, and size of belts.
 - i. Number, type, and size of filters.
2. Motor Data:
- a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches , and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches .
3. Test Data (Indicated and Actual Values):
- a. Total air flow rate in cfm .
 - b. Total system static pressure in inches wg .
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg .
 - e. Filter static-pressure differential in inches wg .
 - f. Cooling-coil static-pressure differential in inches wg .
 - g. Outdoor airflow in cfm .
 - h. Return airflow in cfm .
 - i. Outdoor-air damper position.
 - j. Return-air damper position.

D. Apparatus-Coil Test Reports:

1. Coil Data:
- a. System identification.
 - b. Location.
 - c. Coil type.
 - d. Number of rows.
 - e. Fin spacing in fins per inch o.c.
 - f. Make and model number.
 - g. Face area in sq. ft. .
 - h. Tube size in NPS .
 - i. Tube and fin materials.
 - j. Circuiting arrangement.
2. Test Data (Indicated and Actual Values):
- a. Air flow rate in cfm .
 - b. Average face velocity in fpm .
 - c. Air pressure drop in inches wg .
 - d. Outdoor-air, wet- and dry-bulb temperatures in deg F .
 - e. Return-air, wet- and dry-bulb temperatures in deg F .

- f. Entering-air, wet- and dry-bulb temperatures in deg F .
 - g. Leaving-air, wet- and dry-bulb temperatures in deg F .
 - h. Water flow rate in gpm .
 - i. Water pressure differential in feet of head or psig .
 - j. Entering-water temperature in deg F .
 - k. Leaving-water temperature in deg F .
- E. Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
 - 1. Report Data:
 - a. System and air-handling-unit number.
 - b. Location and zone.
 - c. Traverse air temperature in deg F .
 - d. Duct static pressure in inches wg .
 - e. Duct size in inches .
 - f. Duct area in sq. ft. .
 - g. Indicated air flow rate in cfm .
 - h. Indicated velocity in fpm .
 - i. Actual air flow rate in cfm .
 - j. Actual average velocity in fpm .
 - k. Barometric pressure in psig .
- F. Instrument Calibration Reports:
 - 1. Report Data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.

3.9 INSPECTIONS

- A. Initial Inspection:
 - 1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
 - 2. Check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
 - c. Verify that balancing devices are marked with final balance position.
 - d. Note deviations from the Contract Documents in the final report.
- B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by the Engineer.
 2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of the Engineer.
 3. The Engineer shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to 10 percent of the total measurements recorded.
 4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
 5. If there are any "FAILED" measurements during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
- C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:
1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
 2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.
- D. Prepare test and inspection reports.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, concealed supply air.
- B. Related Sections:
 - 1. Section 233113 "Metal Ducts" for duct liners.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity and water-vapor permeance thickness.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation; SoftTouch Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Friendly Feel Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; SOFTR All-Service Duct Wrap.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. Mon-Eco Industries, Inc.; 22-25.

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products, Division of ITW; CP-35.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
 - c. ITW TACC, Division of Illinois Tool Works; CB-50.
 - d. Marathon Industries, Inc.; 590.
 - e. Mon-Eco Industries, Inc.; 55-40.
 - f. Vimasco Corporation; 749.
 2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F .
 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products, Division of ITW; CP-10.
 - b. Foster Products Corporation, H. B. Fuller Company; 35-00.
 - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
 - d. Marathon Industries, Inc.; 550.
 - e. Mon-Eco Industries, Inc.; 55-50.
 - f. Vimasco Corporation; WC-1/WC-5.
 2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F .
 4. Solids Content: 60 percent by volume and 66 percent by weight.
 5. Color: White.

2.4 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products, Division of ITW; CP-76-8.
 - b. Foster Products Corporation, H. B. Fuller Company; 95-44.
 - c. Marathon Industries, Inc.; 405.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Vimasco Corporation; 750.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F .
5. Color: Aluminum.

2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.6 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - b. Compac Corp.; 110 and 111.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
 - d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.
2. Width: 3 inches .
3. Thickness: 6.5 mils .
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.7 SECUREMENTS

- A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304; 0.015 inch thick, 1/2 inch wide with wing seal or closed seal.
3. Aluminum: ASTM B 209 , Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal or closed seal.

4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, **0.106-inch**-diameter shank, length to suit depth of insulation indicated.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; CD.
 - 3) Midwest Fasteners, Inc.; CD.
 - 4) Nelson Stud Welding; TPA, TPC, and TPS.
2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; Cupped Head Weld Pin.
 - 3) Midwest Fasteners, Inc.; Cupped Head.
 - 4) Nelson Stud Welding; CHP.
3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
 1. Verify that systems to be insulated have been tested and are free of defects.
 2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.

- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches . Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches , place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches .
5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:

1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.6 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply air.

- B. Items Not Insulated:

1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.

3.7 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, round and flat-oval, supply-air duct insulation shall be **[one of]** the following:

1. Mineral-Fiber Blanket: 2 inches thick and 0.75-lb/cu. ft. nominal density.

- B. Concealed, rectangular, supply-air duct insulation shall be **[one of]** the following:

1. Mineral-Fiber Blanket: 2 inches thick and 0.75-lb/cu. ft. nominal density.

END OF SECTION 230713

SECTION 230900 - INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes control equipment for HVAC systems and components.

1.3 DEFINITIONS

- A. DDC: Direct digital control.
- B. I/O: Input/output.

1.4 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
 - 1. DDC System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for operator workstation equipment, interface equipment, control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For HVAC instrumentation and control system to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Interconnection wiring diagrams with identified and numbered system components and devices.

1.7 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to equipment manufacturer.
- B. System Software: Update to latest version of software at Project completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 DDC EQUIPMENT

- A. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
 - 1. Binary Inputs: Allow monitoring of on-off signals without external power.
 - 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
 - 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.
 - 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation with three-position (on-off-auto) override switches and status lights.
 - 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA).
 - 6. Tri-State Outputs: Provide two coordinated binary outputs for control of three-point, floating-type electronic actuators.
 - 7. Universal I/Os: Provide software selectable binary or analog outputs.
- B. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
 - 1. Output ripple of 5.0 mV maximum peak to peak.
 - 2. Combined 1 percent line and load regulation with 100-mic.sec. response time for 50 percent load changes.
 - 3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.

- C. Power Line Filtering: Internal or external transient voltage and surge suppression for workstations or controllers with the following:
1. Minimum dielectric strength of 1000 V.
 2. Maximum response time of 10 nanoseconds.
 3. Minimum transverse-mode noise attenuation of 65 dB.
 4. Minimum common-mode noise attenuation of 150 dB at 40 to 100 Hz.

2.3 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.
1. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
 2. Nonspring-Return Motors for Dampers Larger Than 25 Sq. Ft. (2.3 sq. m): Size for running torque of 150 in. x lbf (16.9 N x m) and breakaway torque of 300 in. x lbf (33.9 N x m).
 3. Spring-Return Motors for Dampers Larger Than 25 Sq. Ft. (2.3 sq. m): Size for running and breakaway torque of 150 in. x lbf (16.9 N x m).
- B. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
1. Manufacturers:
 - a. Belimo Aircontrols (USA), Inc.
 2. Coupling: V-bolt and V-shaped, toothed cradle.
 3. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
 4. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
 5. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
 6. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal.
 7. Temperature Rating: 40 to 104 deg F .
 8. Run Time: 30 seconds.

2.4 DAMPERS

- A. Manufacturers:
1. Air Balance Inc.
 2. Don Park Inc.; Autodamp Div.
 3. TAMCO (T. A. Morrison & Co. Inc.).
 4. United Enertech Corp.
 5. Vent Products Company, Inc.

- B. Dampers: AMCA-rated, parallel or opposed-blade design; 0.108-inch-minimum thick, galvanized-steel or 0.125-inch- minimum thick, extruded-aluminum frames with holes for duct mounting; damper blades shall not be less than 0.064-inch-thick galvanized steel with maximum blade width of 8 inches and length of 48 inches.
 - 1. Secure blades to 1/2-inch-diameter, zinc-plated axles using zinc-plated hardware, with oil-impregnated sintered bronze blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
 - 2. Operating Temperature Range: From minus 40 to plus 200 deg F.
 - 3. Edge Seals, Standard Pressure Applications: Closed-cell neoprene.

2.5 CONTROL CABLE

- A. Electronic and fiber-optic cables for control wiring are specified in Section 271500 "Communications Horizontal Cabling."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install software in control units and operator workstation(s). Implement all features of programs to specified requirements and as appropriate to sequence of operation.
- B. Connect and configure equipment and software to achieve sequence of operation specified.
- C. Install automatic dampers according to Section 233300 "Air Duct Accessories."
- D. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.
- E. Install duct volume-control dampers according to Section 233113 "Metal Ducts" and Section 233116 "Nonmetal Ducts."
- F. Install electronic and fiber-optic cables according to Section 271500 "Communications Horizontal Cabling."

3.2 ELECTRICAL WIRING AND CONNECTION INSTALLATION

- A. Install raceways, boxes, and cabinets according to Section 260533 "Raceways and Boxes for Electrical Systems."
- B. Install building wire and cable according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Install signal and communication cable according to Section 271500 "Communications Horizontal Cabling."

1. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.
 2. Install exposed cable in raceway.
 3. Install concealed cable in raceway.
 4. Bundle and harness multiconductor instrument cable in place of single cables where several cables follow a common path.
 5. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.
 6. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.
 7. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- D. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.
- E. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.

3.3 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 2. Test and adjust controls and safeties.
 3. Test calibration of electronic controllers by disconnecting input sensors and stimulating operation with compatible signal generator.
 4. Test each point through its full operating range to verify that safety and operating control set points are as required.
 5. Test each control loop to verify stable mode of operation and compliance with sequence of operation. Adjust PID actions.
 6. Test each system for compliance with sequence of operation.
 7. Test software and hardware interlocks.
- B. DDC Verification:
1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
 2. Check instruments for proper location and accessibility.
 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
 4. Check instrument tubing for proper fittings, slope, material, and support.
 5. Check installation of air supply for each instrument.
 6. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
 7. Check DDC system as follows:
 - a. Verify that DDC controller power supply is from emergency power supply, if applicable.

- b. Verify that wires at control panels are tagged with their service designation and approved tagging system.
 - c. Verify that spare I/O capacity has been provided.
 - d. Verify that DDC controllers are protected from power supply surges.
- C. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

3.4 ADJUSTING

A. Calibrating and Adjusting:

- 1. Calibrate instruments.
- 2. Make three-point calibration test for both linearity and accuracy for each analog instrument.
- 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
- 4. Control System Inputs and Outputs:
 - a. Check analog inputs at 0, 50, and 100 percent of span.
 - b. Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
 - c. Check digital inputs using jumper wire.
 - d. Check digital outputs using ohmmeter to test for contact making or breaking.
 - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
- 5. Pressure:
 - a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
- 6. Provide diagnostic and test instruments for calibration and adjustment of system.
- 7. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.

B. Adjust initial temperature and humidity set points.

END OF SECTION 230900

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Single-wall rectangular ducts and fittings.
 - 2. Single-wall round ducts and fittings.
 - 3. Sheet metal materials.
 - 4. Duct liner.
 - 5. Sealants and gaskets.
 - 6. Hangers and supports.

- B. Related Sections:

- 1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
 - 2. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" ASCE/SEI 7.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Liners and adhesives.
 - 2. Sealants and gaskets.

- B. Delegated-Design Submittal:
 - 1. Sheet metal thicknesses.
 - 2. Joint and seam construction and sealing.
 - 3. Reinforcement details and spacing.
 - 4. Materials, fabrication, assembly, and spacing of hangers and supports.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
 - 2. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Lindab Inc.
 - b. McGill Airflow LLC.
 - c. SEMCO Incorporated.
 - d. Sheet Metal Connectors, Inc.
 - e. Spiral Manufacturing Co., Inc.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G60 .
- C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches .

2.4 DUCT LINER

A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. CertainTeed Corporation; Insulation Group.
- b. Johns Manville.
- c. Knauf Insulation.
- d. Owens Corning.

2. Maximum Thermal Conductivity:

- a. Type I, Flexible: 0.24 Btu. in/hr/sq. ft./deg F 75 deg F mean temperature.
- b. Type II, Rigid: 0.23 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.

3. Sound absorption coefficients and NRC shall meet or exceed the following when tested in accordance with ASTM C 423 using an "A" mounting.

- a. Type I, Flexible:

		<u>Absorption Coefficients @ Octave Band Frequencies (Hz)</u>						<u>NRC</u>
Thickness	Type	<u>125</u>	<u>250</u>	<u>500</u>	<u>1000</u>	<u>2000</u>	<u>4000</u>	
1/2"	200	.05	.15	.35	.61	.75	.88	.45
1"	150	.06	.27	.66	.87	.98	.99	.70
1-1/2"	150	.18	.53	.97	1.06	1.06	.90	.90
2"	150	.24	.74	1.12	1.11	1.07	1.08	1.00

- b. Type II, Rigid:

		<u>Absorption Coefficients @ Octave Band Frequencies (Hz)</u>						<u>NRC</u>
Thickness		<u>125</u>	<u>250</u>	<u>500</u>	<u>1000</u>	<u>2000</u>	<u>4000</u>	
1"		.07	.28	.72	.90	.93	.93	.70
1-1/2"		.13	.49	.89	.95	.92	.93	.80
2"		.17	.76	1.05	1.02	.95	.96	.95

4. Solvent or Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

B. Insulation Pins and Washers:

1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

C. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."

1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
3. Butt transverse joints without gaps, and coat joint with adhesive.
4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm .
7. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - a. Fan discharges.
 - b. Intervals of lined duct preceding unlined duct.
 - c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm or where indicated.
8. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
 1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
 2. Tape Width: 3 inches .
 3. Sealant: Modified styrene acrylic.
 4. Water resistant.
 5. Mold and mildew resistant.
 6. Maximum Static-Pressure Class: 10-inch wg , positive and negative.
 7. Service: Indoor.
 8. Service Temperature: Minus 40 to plus 200 deg F .
 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
- C. Water-Based Joint and Seam Sealant:
 1. Application Method: Brush on.
 2. Solids Content: Minimum 65 percent.
 3. Shore A Hardness: Minimum 20.

4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg , positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

F. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 , "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch , plus allowance for insulation thickness.
- I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches .
- J. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

3.3 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 2. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 3. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 , "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet .
- E. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.4 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
 2. Test the following systems:
 - a. Supply Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections, selected by Architect from sections installed, totaling no less than 50 percent of total installed duct area for each designated pressure class.
 3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 4. Test for leaks before applying external insulation.
 5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
 6. Give seven days' advance notice for testing.
- C. Duct system will be considered defective if it does not pass tests and inspections.

- D. Prepare test and inspection reports.

3.6 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.7 DUCT SCHEDULE

- A. Supply Ducts:

- 1. Ducts Connected to Constant-Volume Air-Handling Units <Insert equipment>:

- a. Pressure Class: Positive 2-inch wg .
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 6.
 - d. SMACNA Leakage Class for Round and Flat Oval: 6.

- B. Intermediate Reinforcement:

- 1. Galvanized-Steel Ducts: Galvanized steel.

- C. Liner:

- 1. Supply Air Ducts: Fibrous glass, Type I, 1 inch thick.

- D. Elbow Configuration:

- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

- a. Velocity 1000 fpm or Lower:

- 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
 - 2) Mitered Type RE 4 without vanes.

- b. Velocity 1000 to 1500 fpm :

- 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

- c. Velocity 1500 fpm or Higher:

- 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.

- 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
 - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Radius-to Diameter Ratio: 1.5.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.
- E. Branch Configuration:
 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Spin in.
 2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm : Conical tap.
 - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Manual volume dampers.
 - 2. Control dampers.
 - 3. Turning vanes.
 - 4. Flexible ducts.
 - 5. Duct accessory hardware.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G60 .
- B. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts.
- C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches .

2.3 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Air Balance Inc.; a division of Mestek, Inc.
 - b. American Warming and Ventilating; a division of Mestek, Inc.
 - c. Flexmaster U.S.A., Inc.
 - d. McGill Airflow LLC.
 - e. Metalaire, Inc.
 - f. Nailor Industries Inc.
 - g. Pottorff; A division of PCI Industries, Inc.
 - h. Ruskin Company.
 - i. Trox USA Inc.
 - j. Vent Products Company, Inc.
 - 2. Standard leakage rating, with linkage outside airstream.
 - 3. Suitable for horizontal or vertical applications.
 - 4. Frames:
 - a. Frame: Hat-shaped, 0.094-inch-thick, galvanized sheet steel.
 - b. Mitered and welded corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
 - 5. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. Galvanized-steel, 0.064 inch thick.
 - 6. Blade Axles: Galvanized steel.
 - 7. Bearings:
 - a. Molded synthetic.

- b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
- 8. Tie Bars and Brackets: Galvanized steel.
- B. Jackshaft:
 - 1. Size: 1-inch diameter.
 - 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
 - 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- C. Damper Hardware:
 - 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
 - 2. Include center hole to suit damper operating-rod size.
 - 3. Include elevated platform for insulated duct mounting.

2.4 CONTROL DAMPERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. American Warming and Ventilating; a division of Mestek, Inc.
 - 2. Arrow United Industries; a division of Mestek, Inc.
 - 3. Cesco Products; a division of Mestek, Inc.
 - 4. Duro Dyne, Inc.
 - 5. Flexmaster U.S.A., Inc.
 - 6. Greenheck Fan Corporation
 - 7. Lloyd industries, Inc.
 - 8. M&I Air Systems Engineering; Division of M&I Heat Transfer Products Ltd.
 - 9. McGill Airflow LLC.
 - 10. Metalaire, Inc.
 - 11. Metal Form Manufacturing, Inc.
 - 12. Nailor Industries Inc.
 - 13. NCA Manufacturing, Inc.
 - 14. Ruskin Company.
 - 15. Vent Products Company, Inc.
 - 16. Young Regulator Company.
- B. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
- C. Frames:
 - 1. Hat shaped.
 - 2. 0.094-inch-thick, galvanized sheet steel.
 - 3. Mitered and welded corners.

D. Blades:

1. Multiple blade with maximum blade width of 8 inches .
2. Parallel-blade design.
3. Galvanized-steel.
4. 0.064 inch thick single skin.
5. Blade Edging: Closed-cell neoprene.

E. Blade Axles: 1/2-inch-diameter; galvanized steel; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.

1. Operating Temperature Range: From minus 40 to plus 200 deg F .

F. Bearings:

1. Molded synthetic.
2. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
3. Thrust bearings at each end of every blade.

2.5 TURNING VANES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Ductmate Industries, Inc.
2. Duro Dyne Inc.
3. Metalaire, Inc.
4. Semco Incorporated.
5. Ward Industries, Inc.; a division of Hart & Cooley, Inc.

B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."

D. Vane Construction: Single wall.

E. Vane Construction: Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

2.6 FLEXIBLE DUCTS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Flexmaster U.S.A., Inc.
 2. McGill Airflow LLC.
 3. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
- B. Insulated, Flexible Duct: UL 181, Class 1, black polymer film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor-barrier film.
1. Pressure Rating: 4-inch wg positive and 0.5-inch wg negative.
 2. Maximum Air Velocity: 4000 fpm .
 3. Temperature Range: Minus 20 to plus 175 deg F .
 4. Insulation R-Value: Comply with Energy Conservation Code of New York State..
- C. Flexible Duct Connectors:
1. Clamps: Nylon strap in sizes 3 through 18 inches , to suit duct size.

2.7 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts.
- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
1. Install steel volume dampers in steel ducts.
- D. Set dampers to fully open position before testing, adjusting, and balancing.
- E. Install test holes at fan inlets and outlets and elsewhere as indicated.
- F. Connect diffusers to ducts directly or with maximum 24-inch lengths of flexible duct clamped or strapped in place.
- G. Connect flexible ducts to metal ducts with draw bands.

H. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Rectangular and square ceiling diffusers.
 - 2. Fixed face grilles.

- B. Related Sections:

- 1. Section 233300 "Air Duct Accessories" for volume-control dampers not integral to diffusers, registers, and grilles.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, include the following:

- 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 - 2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

1.4 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

- A. Rectangular and Square Ceiling Diffusers:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Carnes.
 - b. Metalaire, Inc.
 - c. Nailor Industries Inc.
 - d. Price Industries.
 - e. Titus.
2. Material: Steel.
 3. Finish: Baked enamel, white.
 4. Provide diffuser as scheduled on drawings.

2.2 REGISTERS AND GRILLES

A. Fixed Face Grille:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carnes.
 - b. Nailor Industries Inc.
 - c. Price Industries.
 - d. Titus.
2. Material: Steel.
3. Finish: Baked enamel, white.
4. Provide grille as scheduled on drawings.

2.3 SOURCE QUALITY CONTROL

- ### A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.

- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
 - 1. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway or Metal-clad cable, Type MC.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

- G. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
- B. Related Sections include the following:

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. 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:
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 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:
 2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 4. Toggle Bolts: All-steel springhead type.
 5. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb .
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils .
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.

- B. Related Requirements:

- 1. Section 270528 "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. EMT: Comply with ANSI C80.3 and UL 797.
- C. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch , with overlapping sleeves protecting threaded joints.
- D. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Screw-cover type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb . Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- F. Gangable boxes are allowed.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 2. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- B. Minimum Raceway Size: 1/2-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
- D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- E. Install surface raceways only where indicated on Drawings.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

- O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- Q. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- R. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- S. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- T. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- U. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet . Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet .
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - b. Attics: 135 deg F temperature change.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

- 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- W. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- X. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Y. Locate boxes so that cover or plate will not span different building finishes.
- Z. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Equipment identification labels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.5 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch .

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at

50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:

1. Emergency Power.
2. Power.
3. UPS.

- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded, feeder, and branch-circuit conductors.

- a. Color shall be factory applied.
- b. Colors for 208/120-V Circuits:

- 1) Phase A: Black.
- 2) Phase B: Red.
- 3) Phase C: Blue.

- c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- C. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

- a. Indoor Equipment: Adhesive film label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
- b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

- c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
- 2. Equipment to Be Labeled:
 - a. Enclosures and electrical cabinets.

END OF SECTION 260553

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches and wall-box dimmers.
 - 3. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

1.3 DEFINITIONS

- A. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Hubbell Incorporated; Wiring Device-Kellems.
 - 2. Leviton Manufacturing Co., Inc.

3. Pass & Seymour/Legrand (Pass & Seymour).

- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

2.4 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Single Pole:
 - 1) Hubbell; HBL1221.
 - 2) Leviton; 1221-2.
 - 3) Pass & Seymour; CSB20AC1.
 - b. Three Way:
 - 1) Hubbell; HBL1223.
 - 2) Leviton; 1223-2.
 - 3) Pass & Seymour; CSB20AC3.
 - c. Four Way:
 - 1) Hubbell; HBL1224.
 - 2) Leviton; 1224-2.
 - 3) Pass & Seymour; CSB20AC4.

2.5 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: 0.035-inch-thick, satin-finished, Type 302 stainless steel.
 - 3. Material for Unfinished Spaces: Galvanized steel.

2.6 POKE-THROUGH ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Hubbell Incorporated; Wiring Device-Kellems.
 - 2. Thomas & Betts Corporation.
 - 3. Wiremold/Legrand.
- C. Description:
 - 1. Factory-fabricated and -wired assembly of below-floor junction box with multichanneled, through-floor raceway/firestop unit and detachable matching floor service-outlet assembly.
 - 2. Comply with UL 514 scrub water exclusion requirements.
 - 3. Service-Outlet Assembly: Recessed type with two simplex receptacles, four RJ-45 jacks and one microphone outlet complying with requirements in Section 271500 "Communications Horizontal Cabling."
 - 4. Size: Selected to fit nominal 6-inch cored holes in floor and matched to floor thickness.
 - 5. Fire Rating: Unit is listed and labeled for fire rating of floor-ceiling assembly.
 - 6. Closure Plug: Arranged to close unused 6-inch cored openings and reestablish fire rating of floor.
 - 7. Wiring Raceways and Compartments: For a minimum of eight No. 12 AWG conductors and a minimum of six, four-pair cables that comply with requirements in Section 271500 "Communications Horizontal Cabling."

2.7 FINISHES

- A. Device Color:
 - 1. Wiring Devices: Brown unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtail existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 - 8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the left.
2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan speed control are listed for that application.
3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Section 260553 "Identification for Electrical Systems."

B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

END OF SECTION 262726

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes the following types of LED luminaires:
 - 1. Recessed Troffer.
 - 2. Suspended, Round.
 - 3. Materials.
 - 4. Finishes.
 - 5. Luminaire support.

- B. Related Requirements:

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaires.
 - 4. Include emergency lighting units, including batteries and chargers.
 - 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.

6. Photometric data and adjustment factors based on laboratory tests IES LM-79 and IES LM-80.
 - a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- B. Shop Drawings: For nonstandard or custom luminaires.
 1. Include plans, elevations, sections, and mounting and attachment details.
 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Include diagrams for power, signal, and control wiring.
- C. Samples: For each luminaire and for each color and texture with standard factory-applied finish.
- D. Samples for Initial Selection: For each type of luminaire with custom factory-applied finishes.
 1. Include Samples of luminaires and accessories involving color and finish selection.
- E. Samples for Verification: For each type of luminaire.
 1. Include Samples of luminaires and accessories to verify finish selection.
- F. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 1. Luminaires.
 2. Suspended ceiling components.
 3. Partitions and millwork that penetrate the ceiling or extend to within 12 inches (300 mm) of the plane of the luminaires.
 4. Initial access modules for acoustical tile, including size and locations.
 5. Items penetrating finished ceiling, including the following:
 - a. Other luminaires.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 6. Moldings.

- B. Product Certificates: For each type of luminaire.
- C. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. CRI of minimum 80. CCT of 3500 K.
- C. Rated lamp life of 50,000 hours to L70.
- D. Dimmable from 100 percent to 10 percent of maximum light output.

- E. Internal driver.
- F. Nominal Operating Voltage: 120 V ac.

2.2 MATERIALS

A. Metal Parts:

- 1. Free of burrs and sharp corners and edges.
- 2. Sheet metal components shall be steel unless otherwise indicated.
- 3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

- 1. Label shall include the following lamp characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter, shape, size, wattage, and coating.
 - c. CCT and CRI for all luminaires.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- D. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
- E. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Ceiling-Grid-Mounted Luminaires:
 - 1. Secure to any required outlet box.
 - 2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.

3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.
- G. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 265119

SECTION 270528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Surface pathways.
- B. Related Requirements:
 - 1. Section 260533 "Raceways and Boxes for Electrical Systems" for conduits, wireways, surface raceways, boxes, enclosures, cabinets, handholes, and faceplate adapters serving electrical systems.

1.3 DEFINITIONS

- A. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface pathways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. General Requirements for Metal Conduits and Fittings:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Comply with TIA-569-B.
- B. EMT: Comply with ANSI C80.3 and UL 797.

C. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
3. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. General Requirements for Nonmetallic Conduits and Fittings:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Comply with TIA-569-B.

2.3 SURFACE PATHWAYS

A. General Requirements for Surface Pathways:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Comply with TIA-569-B.

B. Surface Metal Pathways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

A. Indoors: Apply pathway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Concealed in Ceilings and Interior Walls and Partitions: innerduct.
3. Boxes and Enclosures: NEMA 250 Type 1.

B. Minimum Pathway Size: 3/4-inch trade size. Minimum size for optical-fiber cables is 1 inch .

C. Pathway Fittings: Compatible with pathways and suitable for use and location.

1. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.

- D. Install surface pathways only where indicated on Drawings.
- E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1, NECA 101, and TIA-569-B for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum pathways. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- B. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- C. Complete pathway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for pathways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- L. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- N. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.

- O. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground pathways designated as spare above grade alongside pathways in use.
- P. Surface Pathways:
1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
 2. Install surface pathway with a minimum 2-inch radius control at bend points.
 3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- Q. Pathways for Communications Cable: Install pathways, metal and nonmetallic, rigid and flexible, as follows:
1. 3/4-Inch Trade Size and Smaller: Install pathways in maximum lengths of 50 feet .
 2. 1-Inch Trade Size and Larger: Install pathways in maximum lengths of 75 feet .
 3. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- R. Install pathway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway sealing fittings according to NFPA 70.
- S. Install devices to seal pathway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
1. Where required by NFPA 70.
- T. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.
- U. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- V. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- W. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

- Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- Z. Set metal floor boxes level and flush with finished floor surface.
- AA. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 270528

SECTION 271500 - COMMUNICATIONS HORIZONTAL CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. UTP cabling.
 - 2. Cable connecting hardware, patch panels, and cross-connects.
 - 3. Telecommunications outlet/connectors.
 - 4. Cabling system identification products.

1.3 DEFINITIONS

- A. BICSI: Building Industry Consulting Service International.
- B. Consolidation Point: A location for interconnection between horizontal cables extending from building pathways and horizontal cables extending into furniture pathways.
- C. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection.
- D. EMI: Electromagnetic interference.
- E. IDC: Insulation displacement connector.
- F. LAN: Local area network.
- G. Outlet/Connectors: A connecting device in the work area on which horizontal cable or outlet cable terminates.
- H. RCDD: Registered Communications Distribution Designer.
- I. UTP: Unshielded twisted pair.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate layout and installation of telecommunications cabling with Owner's telecommunications and LAN equipment and service suppliers.

- B. Coordinate telecommunications outlet/connector locations with location of power receptacles at each work area.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, qualified layout technician, installation supervisor, and field inspector.
- B. Field quality-control reports.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
 - 1. Layout Responsibility: Preparation of Shop Drawings and Cabling Administration Drawings by an RCDD.
 - 2. Installation Supervision: Installation shall be under the direct supervision of Registered Technician, who shall be present at all times when Work of this Section is performed at Project site.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
 - 1. Test each pair of UTP cable for open and short circuits.

PART 2 - PRODUCTS

2.1 HORIZONTAL CABLING DESCRIPTION

- A. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called a "permanent link," a term that is used in the testing protocols.
 - 1. TIA/EIA-568-B.1 requires that a minimum of two telecommunications outlet/connectors be installed for each work area.
 - 2. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the telecommunications outlet/connector.
 - 3. Bridged taps and splices shall not be installed in the horizontal cabling.
 - 4. Splitters shall not be installed as part of the optical fiber cabling.
- B. A work area is approximately 100 sq. ft. , and includes the components that extend from the telecommunications outlet/connectors to the station equipment.

- C. The maximum allowable horizontal cable length is 295 feet . This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment or in the horizontal cross-connect.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA/EIA-568-B.1 when tested according to test procedures of this standard.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 450 or less.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Grounding: Comply with J-STD-607-A.

2.3 UTP CABLE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Belden CDT Networking Division/NORDX.
 - 2. General Cable; General Cable Corporation.
 - 3. Mohawk; a division of Belden Networking, Inc.
- B. Description: 100-ohm, four-pair UTP, formed into 25-pair, binder groups covered with a blue thermoplastic jacket.
 - 1. Comply with ICEA S-90-661 for mechanical properties.
 - 2. Comply with TIA/EIA-568-B.1 for performance specifications.
 - 3. Comply with TIA/EIA-568-B.2, Category 6.
 - 4. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444 and NFPA 70 for the following types:
 - a. Communications, Plenum Rated: Type CMP or MPP, complying with NFPA 262.

2.4 UTP CABLE HARDWARE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Belden CDT Networking Division/NORDX.
 - 2. Hubbell Premise Wiring.
 - 3. Panduit Corp.

- B. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-B.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.
- C. Connecting Blocks: 110-style IDC for Category 6. Provide blocks for the number of cables terminated on the block, plus 25 percent spare. Integral with connector bodies, including plugs and jacks where indicated.
- D. Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables.
- E. Jacks and Jack Assemblies: Modular, color-coded, eight-position modular receptacle units with integral IDC-type terminals.

2.5 TELECOMMUNICATIONS OUTLET/CONNECTORS

- A. Jacks: 100-ohm, balanced, twisted-pair connector; four-pair, eight-position modular. Comply with TIA/EIA-568-B.1.
- B. Workstation Outlets: Four-port-connector assemblies mounted in single faceplate.
 - 1. Metal Faceplate: Stainless steel, complying with requirements in Section 262726 "Wiring Devices."
 - 2. For use with snap-in jacks accommodating any combination of UTP, optical fiber, and coaxial work area cords.
 - a. Flush mounting jacks, positioning the cord at a 45-degree angle.
 - 3. Legend: Machine printed, in the field, using adhesive-tape label.
 - 4. Legend: Snap-in, clear-label covers and machine-printed paper inserts.

2.6 GROUNDING

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.
- B. Comply with J-STD-607-A.

2.7 IDENTIFICATION PRODUCTS

- A. Comply with TIA/EIA-606-A and UL 969 for labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- B. Comply with requirements in Section 260553 "Identification for Electrical Systems."

2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test UTP and optical fiber cables on reels according to TIA/EIA-568-B.1.
- C. Factory test UTP cables according to TIA/EIA-568-B.2.
- D. Factory-sweep test coaxial cables at frequencies from 5 MHz to 1 GHz. Sweep test shall test the frequency response, or attenuation over frequency, of a cable by generating a voltage whose frequency is varied through the specified frequency range and graphing the results.
- E. Cable will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 ENTRANCE FACILITIES

- A. Coordinate backbone cabling with the protectors and demarcation point provided by communications service provider.

3.2 WIRING METHODS

- A. Install cables in pathways and cable trays except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal pathways and cables except in unfinished spaces.
 - 1. Install plenum cable in environmental air spaces, including plenum ceilings.
 - 2. Comply with requirements in Section 270528 "Pathways for Communications Systems."
 - 3. Comply with requirements in Section 270536 "Cable Trays for Communications Systems."
- B. Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- C. Wiring within Enclosures:
 - 1. Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
 - 2. Install lacing bars and distribution spools.
 - 3. Install conductors parallel with or at right angles to sides and back of enclosure.

3.3 INSTALLATION OF CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:

1. Comply with TIA/EIA-568-B.1.
2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
3. Install 110-style IDC termination hardware unless otherwise indicated.
4. Consolidation points may be used only for making a direct connection to telecommunications outlet/connectors:
 - a. Do not use consolidation point as a cross-connect point, as a patch connection, or for direct connection to workstation equipment.
 - b. Locate consolidation points for UTP at least 49 feet from communications equipment room.
5. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
6. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
7. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
8. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
9. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
10. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
11. In the communications equipment room, install a 10-foot-long service loop on each end of cable.
12. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

C. UTP Cable Installation:

1. Comply with TIA/EIA-568-B.2.
2. Do not untwist UTP cables more than 1/2 inch from the point of termination to maintain cable geometry.

D. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend UTP cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

E. Installation of Cable Routed Exposed under Raised Floors:

1. Install plenum-rated cable only.
2. Install cabling after the flooring system has been installed in raised floor areas.
3. Coil cable 6 feet long not less than 12 inches in diameter below each feed point.

F. Group connecting hardware for cables into separate logical fields.

G. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-B for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches .
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches .
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches .
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches .
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches .
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches .
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches .
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches .
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches .
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches .

3.4 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-B, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.5 GROUNDING

- A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. Comply with J-STD-607-A.

- C. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 4 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.
- D. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.6 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
 - 1. Administration Class: 2.
 - 2. Color-code cross-connect fields. Apply colors to voice and data service backboards, connections, covers, and labels.
- B. Using cable management system software specified in Part 2, develop Cabling Administration Drawings for system identification, testing, and management. Use unique, alphanumeric designation for each cable and label cable, jacks, connectors, and terminals to which it connects with same designation. At completion, cable and asset management software shall reflect as-built conditions.
- C. Comply with requirements in Section 099123 "Interior Painting" for painting backboards. For fire-resistant plywood, do not paint over manufacturer's label.
- D. Paint and label colors for equipment identification shall comply with TIA/EIA-606-A for Class 2 level of administration.
- E. Cable Schedule: Post in prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.
- F. Cable and Wire Identification:
 - 1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
 - 2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
 - 3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet .
 - 4. Label each terminal strip and screw terminal in each cabinet, rack, or panel.
 - a. Individually number wiring conductors connected to terminal strips, and identify each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with name and number of particular device as shown.

- b. Label each unit and field within distribution racks and frames.
- 5. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.
- 6. Uniquely identify and label work area cables extending from the MUTOA to the work area. These cables may not exceed the length stated on the MUTOA label.
- G. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA/EIA-606-A.
 - 1. Cables use flexible vinyl or polyester that flex as cables are bent.

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Visually inspect UTP and optical fiber cable jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA/EIA-568-B.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test UTP backbone copper cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
 - 4. UTP Performance Tests:
 - a. Test for each outlet and MUTOA. Perform the following tests according to TIA/EIA-568-B.1 and TIA/EIA-568-B.2:
 - 1) Wire map.
 - 2) Length (physical vs. electrical, and length requirements).
 - 3) Insertion loss.
 - 4) Near-end crosstalk (NEXT) loss.
 - 5) Power sum near-end crosstalk (PSNEXT) loss.
 - 6) Equal-level far-end crosstalk (ELFEXT).
 - 7) Power sum equal-level far-end crosstalk (PSELFEXT).
 - 8) Return loss.
 - 9) Propagation delay.
 - 10) Delay skew.

5. Final Verification Tests: Perform verification tests for UTP systems after the complete communications cabling and workstation outlet/connectors are installed.
 - a. Voice Tests: These tests assume that dial tone service has been installed. Connect to the network interface device at the demarcation point. Go off-hook and listen and receive a dial tone. If a test number is available, make and receive a local, long distance, and digital subscription line telephone call.
 - b. Data Tests: These tests assume the Information Technology Staff has a network installed and is available to assist with testing. Connect to the network interface device at the demarcation point. Log onto the network to ensure proper connection to the network.
- B. Document data for each measurement. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 271500

SECTION 275116 - PUBLIC ADDRESS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Conductors and cables.
 - 2. Pathways.

1.3 DEFINITIONS

- A. Channels: Separate parallel signal paths, from sources to loudspeakers or loudspeaker zones, with separate amplification and switching that permit selection between paths for speaker alternative program signals.
- B. VU: Volume unit.
- C. Zone: Separate group of loudspeakers and associated supply wiring that may be arranged for selective switching between different channels.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
 - 1. Personnel certified by NICET as Audio Systems Level II Technician.
- B. Testing Agency Qualifications: Qualified agency, with the experience and capability to conduct testing indicated.
 - 1. Testing Agency's Field Supervisor: Currently certified by NICET at Level III to supervise on-site testing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. JBL
 - 2. SoundTube
 - 3. Electro-Voice
- B. Source Limitations: Obtain public address system from single source from single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.

2.2 FUNCTIONAL DESCRIPTION OF SYSTEM

- A. System Functions:
 - 1. Selectively connect any zone to any available signal channel.
 - 2. "All-call" feature shall connect the all-call sound signal simultaneously to all zones regardless of zone or channel switch settings.
 - 3. Telephone paging adapter shall allow paging by dialing an extension from any local telephone instrument and speaking into the telephone.
 - 4. Produce a program-signal tone that is amplified and sounded over all speakers, overriding signals currently being distributed.
 - 5. Reproduce high-quality sound that is free of noise and distortion at all loudspeakers at all times during equipment operation including standby mode with inputs off; output free of nonuniform coverage of amplified sound.

2.3 SYSTEM DESCRIPTION

- A. Compatibility of Components: Coordinate component features to form an integrated system. Match components and interconnections for optimum performance of specified functions.
- B. Equipment: Comply with UL 813. Equipment shall be modular, using solid-state components, and fully rated for continuous duty unless otherwise indicated. Select equipment for normal operation on input power usually supplied at 110 to 130 V, 60 Hz.
- C. Equipment Mounting: Where rack, cabinet, or console mounting is indicated, equipment shall be designed to mount in a 19-inch housing complying with EIA/ECA-310-E.

2.4 CONDUCTORS AND CABLES

- A. Jacketed, twisted pair and twisted multipair, untinned solid copper.

1. Speaker cable: #14/2 AWG with thermoplastic jacket, not less than 1/32 inch thick.
2. Microphone Cables: Neoprene jacketed, not less than 2/64 inch thick, over shield with filled interstices. Shield No. 34 AWG, tinned, soft-copper strands formed into a braid or approved equivalent foil. Shielding coverage on conductors is not less than 80 percent.
3. Plenum Cable: Listed and labeled for plenum installation.

2.5 PATHWAYS

- A. Conduit and Boxes: Comply with Section 270528 "Pathways for Communications Systems."

1. Outlet boxes shall be not less than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

PART 3 - EXECUTION

3.1 WIRING METHODS

- A. Wiring Method: Install cables in pathways and cable trays except within consoles, cabinets, desks, and counters, and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal pathway and cables except in unfinished spaces.
1. Install plenum cable in environmental air spaces, including plenum ceilings.
 2. Comply with requirements for pathways and boxes specified in Section 270528 "Pathways for Communications Systems."
- B. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- C. Wiring within Enclosures: Bundle, lace, and train cables to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 INSTALLATION OF PATHWAYS

- A. Comply with requirements in Section 270528 "Pathways for Communications Systems." for installation of conduits and wireways.
- B. Install manufactured conduit sweeps and long-radius elbows whenever possible.

3.3 INSTALLATION OF CABLES

- A. Comply with NECA 1.
- B. General Cable Installation Requirements:
1. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at outlets and terminals.

2. Splices, Taps, and Terminations: Arrange on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures. Cables may not be spliced.
3. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
6. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used.

C. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend speaker cable not in a wireway or pathway a minimum of 8 inches above ceiling by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or be in contact with pipes, ducts, or other potentially damaging items.

D. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate pathways or, where exposed or in same enclosure, separate conductors at least 12 inches apart for speaker microphones and adjacent parallel power and telephone wiring. Separate other communication equipment conductors as recommended by equipment manufacturer.

3.4 INSTALLATION

- A. Coordinate layout and installation of system components and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.
- B. Match input and output impedances and signal levels at signal interfaces. Provide matching networks where required.
- C. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- D. Equipment Cabinets and Racks:
1. Group items of same function together, either vertically or side by side, and arrange controls symmetrically. Mount monitor panel above the amplifiers.
 2. Arrange all inputs, outputs, interconnections, and test points so they are accessible at rear of rack for maintenance and testing, with each item removable from rack without disturbing other items or connections.
 3. Blank Panels: Cover empty space in equipment racks so entire front of rack is occupied by panels.

- E. Volume Limiter/Compressor: Equip each zone with a volume limiter/compressor. Install in central equipment cabinet. Arrange to provide a constant input to power amplifiers.
- F. Wall-Mounted Outlets: Flush mounted.
- G. Floor-Mounted Outlets: Conceal in floor and install cable nozzles through outlet covers. Secure outlet covers in place. Trim with carpet in carpeted areas.
- H. Conductor Sizing: Unless otherwise indicated, size speaker circuit conductors from racks to loudspeaker outlets not smaller than No. 18 AWG and conductors from microphone receptacles to amplifiers not smaller than No. 22 AWG.
- I. Speaker-Line Matching Transformer Connections: Make initial connections using tap settings indicated on Drawings.
- J. Connect wiring according to Section 271500 "Communications Horizontal Cabling" and Section 280513 "Conductors and Cables for Electronic Safety and Security."

3.5 GROUNDING

- A. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
- B. Signal Ground Terminal: Locate at main equipment cabinet. Isolate from power system and equipment grounding.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Schedule tests with at least seven days' advance notice of test performance.
 - 2. After installing public address system and after electrical circuitry has been energized, test for compliance with requirements.
 - 3. Operational Test: Perform tests that include originating program and page messages at microphone outlets, preamplifier program inputs, and other inputs. Verify proper routing and volume levels and that system is free of noise and distortion.
 - 4. Signal-to-Noise Ratio Test: Measure signal-to-noise ratio of complete system at normal gain settings as follows:
 - a. Disconnect microphone at connector or jack closest to it and replace it in the circuit with a signal generator using a 1000-Hz signal. Replace all other microphones at corresponding connectors with dummy loads, each equal in impedance to microphone it replaces. Measure signal-to-noise ratio.
 - b. Repeat test for each separately controlled zone of loudspeakers.
 - c. Minimum acceptance ratio is 50 dB.

5. Distortion Test: Measure distortion at normal gain settings and rated power. Feed signals at frequencies of 50, 200, 400, 1000, 3000, 8000, and 12,000 Hz into each preamplifier channel. For each frequency, measure distortion in the paging and all-call amplifier outputs. Maximum acceptable distortion at any frequency is 3 percent total harmonics.
 6. Acoustic Coverage Test: Feed pink noise into system using octaves centered at 500 and 4000 Hz. Use sound-level meter with octave-band filters to measure level at five locations in each zone. For spaces with seated audiences, maximum permissible variation in level is plus or minus 2 dB. In addition, the levels between locations in same zone and between locations in adjacent zones must not vary more than plus or minus 3 dB.
 7. Power Output Test: Measure electrical power output of each power amplifier at normal gain settings of 50, 1000, and 12,000 Hz. Maximum variation in power output at these frequencies must not exceed plus or minus 1 dB.
 8. Signal Ground Test: Measure and report ground resistance at public address equipment signal ground. Comply with testing requirements specified in Section 270526 "Grounding and Bonding for Communications Systems."
- C. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified. Prepare a list of final tap settings of paging speaker-line matching transformers.
- D. Public address system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.
1. Include a record of final speaker-line matching transformer-tap settings and signal ground-resistance measurement certified by Installer.

END OF SECTION 275116

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Fire-alarm control unit.
 - 2. System smoke detectors.
 - 3. Notification appliances.

- B. Related Requirements:

- 1. Section 280513 "Conductors and Cables for Electronic Safety and Security" for cables and conductors for fire-alarm systems.

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FACP: Fire Alarm Control Panel.
- C. NICET: National Institute for Certification in Engineering Technologies.
- D. PC: Personal computer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including furnished options and accessories.
 - 1. Include construction details, material descriptions, dimensions, profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, and electrical characteristics.
- B. Shop Drawings: For fire-alarm system.
 - 1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - 2. Include plans, elevations, sections, details, and attachments to other work.
 - 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor

- sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
 5. Include voltage drop calculations for notification-appliance circuits.
 6. Include battery-size calculations.
 7. Include input/output matrix.
 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
 9. Include performance parameters and installation details for each detector.
 10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within the airflow range of the air-sampling detector.
 12. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' control system.
 - d. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' smoke-evacuation system.
 - e. Locate detectors according to manufacturer's written recommendations.
 13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
 14. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level II technician.
- B. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.

1.7 PROJECT CONDITIONS

- A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.

- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.
 - 2. Do not proceed with interruption of fire-alarm service without Owner's written permission.
- C. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

1.8 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- C. Automatic sensitivity control of certain smoke detectors.
- D. All components provided shall be listed for use with the selected system.

- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 FIRE-ALARM CONTROL UNIT

- A. Tie into existing building fire alarm system.
- B. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
 - 1. Pathway Class Designations: NFPA 72, Class B.

2.3 SYSTEM SMOKE DETECTORS

- A. Manufacturers: Provide products that are compatible with existing building fire alarm system.
- B. General Requirements for System Smoke Detectors:
 - 1. Comply with UL 268; operating at 24-V dc, nominal.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
 - 3. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
 - 4. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
 - 5. Integral Visual-Indicating Light: LED type, indicating detector has operated.
 - 6. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
 - a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F per minute.
 - b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F .
 - c. Multiple levels of detection sensitivity for each sensor.
 - d. Sensitivity levels based on time of day.
- C. Photoelectric Smoke Detectors:
 - 1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
 - 2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

2.4 NOTIFICATION APPLIANCES

- A. Manufacturers: Provide products that are compatible with existing building fire alarm system.
- B. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
 - 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- C. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet from the horn, using the coded signal prescribed in UL 464 test protocol.
- D. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch-high letters on the lens.
 - 1. Rated Light Output:
 - a. 15/30/75/110 cd, selectable in the field.
 - 2. Mounting: Wall mounted unless otherwise indicated.
 - 3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
 - 4. Flashing shall be in a temporal pattern, synchronized with other units.
 - 5. Strobe Leads: Factory connected to screw terminals.
 - 6. Mounting Faceplate: Factory finished, red.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
 - 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
 - 1. Devices placed in service before all other trades have completed cleanup shall be replaced.
 - 2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.
 - 1. Connect new equipment to existing control panel in existing part of the building.
 - 2. Connect new equipment to existing monitoring equipment at the supervising station.
- C. Smoke- or Heat-Detector Spacing:
 - 1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.
 - 2. Comply with the "Heat-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for heat-detector spacing.
 - 3. Smooth ceiling spacing shall not exceed 30 feet.
 - 4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Annex A in NFPA 72.
 - 5. HVAC: Locate detectors not closer than 36 inches from air-supply diffuser or return-air opening.
 - 6. Lighting Fixtures: Locate detectors not closer than 12 inches from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
- D. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.
- E. Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location. Do not install smoke detectors in sprinklered elevator shafts.
- F. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.
- G. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- H. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.
- I. Device Location-Indicating Lights: Locate in public space near the device they monitor.

3.3 PATHWAYS

- A. Pathways above recessed ceilings and in nonaccessible locations may be routed exposed.
 - 1. Exposed pathways located less than 96 inches above the floor shall be installed in EMT.
- B. Exposed EMT shall be painted red enamel.

3.4 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, comply with requirements in Section 087100 "Door Hardware." Connect hardware and devices to fire-alarm system.
 - 1. Verify that hardware and devices are listed for use with installed fire-alarm system before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
 - 1. Alarm-initiating connection to smoke-control system (smoke management) at firefighters' smoke-control system panel.
 - 2. Alarm-initiating connection to stairwell and elevator-shaft pressurization systems.
 - 3. Smoke dampers in air ducts of designated HVAC duct systems.

3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.6 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 3. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- C. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- D. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 283111

COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:							
	A Construction & Maintenance	Aa Low Risk Construction and Maintenance	C Professional	D Property Leased to Others or Use of Facilities	F Livery	G All Purpose Public Entity, Concessionaire	Ga Low Risk All Purpose Public Entity
* ** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include	Include		Include			
X,C,U	Include	Include					
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
* ** EXCESS LIABILITY	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	\$1,000,000	
WORKERS' COMP. DISABILITY	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet	Per attached information sheet
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.			\$3,000,000 Agg. \$1,000,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.

The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

INFORMATION FOR CONTRACTORS ABOUT PROOF OF COMPLIANCE WITH NYS WORKERS' COMPENSATION LAW

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that Cattaraugus County shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Contractors are required to verify for Cattaraugus County, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. **The ACORD form commonly used to show effective liability, auto and other insurance can not be used for Workers Compensation or Disability Insurance.** Questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at 518-486-6307

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses shall:

- A. be legally exempt from obtaining workers' compensation insurance coverage; or
- B. obtain such coverage from insurance carriers; or
- C. be self-insured or participate in an authorized group self-insurance plan.

To verify your compliance with the above, Cattaraugus County shall receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate.

1. **CE-200:** Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (Contractor must submit this form to Cattaraugus County); or
2. **C-105.2:** Certificate of Workers' Compensation Insurance (Contractor's insurance carrier will send this form to Cattaraugus County upon the Contractor's request – PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3); or
3. **SI-12:** Certificate of Workers' Compensation Self-Insurance (Contractor must contact the Board's Self-Insurance Office at 518-402-0247); or
4. **GSI-105.2:** Certificate of Participation in Worker's Compensation Group Self-Insurance (Contractor's Group Self-Insurance Administrator will send this form to Cattaraugus County upon the Contractor's request)

Disability Benefits Requirements under WCL § 220(8):

To comply with the coverage provisions of the Disability Benefits Law, businesses shall:

- A. be legally exempt from obtaining disability benefits insurance coverage; OR
- B. obtain such coverage from insurance carriers; OR
- C. be self-insured.

To verify your compliance with the above, Cattaraugus County must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

1. **CE-200:** Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (Contractor must submit this form to Cattaraugus County); or
2. **DB-120.1:** Certificate of Disability Benefits Insurance (Contractor's insurance carrier will send this form to Cattaraugus County upon the Contractor's request); or
3. **DB-155:** Certificate of Disability Benefits Self-Insurance (Contractor must contact the Board's Self-Insurance Office at 518-402-0247).

Limited Pre-Renovation Regulated Building Materials Inspection

Location:

Cattaraugus County Courthouse

303 Court Street

Little Valley, New York 14755



Prepared for:

Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

LaBella Project No. 2161216

July 2016

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I. Project Description

In accordance with current regulations, LaBella Associates, D.P.C. (LaBella), conducted a Limited Pre-Renovation Regulated Building Materials (RBM) Inspection of the areas scheduled to be impacted by upcoming renovations.

The objective was to identify suspect RBMs, such as Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), and PCB-containing caulking and glazing compounds which may require abatement or removal prior to or during renovation due to applicable regulations. The area inspected was limited to Courtroom 320 within the Cattaraugus County Courthouse Located in Little Valley, New York.

Materials and locations understood to be impacted by this project were determined from information provided by LaBella's Architectural Division.

II. Inspection Procedures

The following procedures were used to obtain the data for this Report:

- A. A visual inspection of the above referenced area was conducted to identify visible and accessible sources of the above referenced suspect RBMs. Photographs captured during this inspection are attached in Appendix C.
- B. Bulk samples of select RBMs were collected and submitted for laboratory analysis.
- C. Asbestos samples were submitted for laboratory analysis. Preliminary Polarized Light Microscopy analyses of non-friable, organically bound (NOB) materials were performed by LaBella Laboratories, a NYSDOH accredited laboratory, to determine the presence and percentage of asbestos in each sample. Transmission electron microscopy analyses of NOB materials, if necessary, were performed by AMA Laboratories.
- D. Suspect LBP was spot checked in the field using XRF testing procedures.
- E. Results of the laboratory analyses, field testing and the visual on-site inspection were compiled and summarized.

III. Inspection Limitations

This inspection was conducted in accordance with generally accepted environmental engineering practices for this region. Collection of bulk samples of suspect RBMs was limited to those materials readily accessible using hand tools or hand-held power tools. Homogeneous materials were identified and located based on visual observation from readily accessible points. The data derived from representative samples of any given homogeneous material represent conditions that apply only at that particular location. Inspection protocol and methodology requires that sample data be used to draw conclusions about the entire homogeneous area, but such conclusions may not necessarily apply to the general Site as a whole.

No sub-surface investigations were performed to determine the possible presence of regulated materials on or in the immediate vicinity of the Site. No record drawings of the building were available for review as part of this investigation.

LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts or reports. No inspection can wholly eliminate the uncertainty regarding the potential for undiscovered RBMs. The Work performed by LaBella is intended to reduce, but not eliminate, uncertainty regarding the potential for RBMs at the Site.

This inspection report is not intended to be a bid document for an abatement scope of work. This report is intended to satisfy the requirements of NYS Code Rule 56-5 for inspections. Abatement project design can only be performed by a certified Project Designer.

IV. Inspection Results

Asbestos-Containing Materials (ACMs)

Based on laboratory analyses of bulk samples collected, the following materials were determined to contain greater than 1% asbestos. However, the following table does not include all of the materials sampled during this inspection; for a full list of materials sampled see the Asbestos Bulk Sample Summary Table immediately following this report:

Type of Material	Typical Location ¹	Estimated Amount ²	Friability	Condition
White 12" Floor Tile and Associated Black Mastic	Floor of Hallways Immediately Adjacent to Courtroom 320	Unknown*	Non-Friable	Good
Brown Cove Base Mastic	Behind Vinyl Cove Base in Hallways Immediately Adjacent to Courtroom 320	Unknown*	Non-Friable	Good
Gray Window Glazing Compound	Exterior Windows in Courtroom 320 Between Metal Window Frames and Glass Panes	28 LF per Window, 4 Total Windows, 112 LF Total	Non-Friable	Good

* This material was not quantified at the time of inspection due to the fact that it is unknown if the material will be disturbed during this renovation project project.

¹ Typical Location may not be inclusive of all material locations present at the subject structure.

² For general reference only: Quantities reflect only those materials understood to be impacted by the project as identified by LaBella's Architectural Division. Estimated amounts of confirmed ACM listed above were obtained through field observations made during site visits. Quantities are approximations and LaBella assumes no responsibility if used for bidding.

Floor Tile and Associated Black Mastic

White 12" asbestos-containing floor tile and its associated asbestos-containing black mastic are located on the floor of the hallways immediately adjacent to Courtroom 320. The floor tile and mastic are generally in good condition. These materials were not quantified as part of the inspection because this material is not to be disturbed as part of this renovation.

Cove Base Mastic

Brown asbestos-containing cove base mastic is located behind the vinyl cove base in the hallways immediately adjacent to courtroom 320. The mastic is generally in good condition. This material was not quantified as part of the inspection because this material is not to be disturbed as part of this renovation.

Window Glazing Compound

Gray asbestos-containing glazing compound is located in the exterior windows of Courtroom 320 between the metal window frame and glass panes. The glazing compound is generally in good condition, and covers an area of 28 linear feet per window. There are 4 total windows within the room for a total quantity of 112 linear feet.

PCB-Containing Materials

Caulking and Glazing Compounds

It has recently been discovered that certain caulking and glazing compounds have the potential to contain PCBs. Caulking and glazing compounds containing equal to or greater than 50 ppm PCB must be disposed of as hazardous waste. Therefore, the glazing compound located between the window frames to be removed and the glass panes was sampled and analyzed for the presence of PCBs. Based on laboratory analysis, this caulking compound is *not* considered to be PCB-containing (i.e. NOT ≥ 50 ppm PCBs).

Lead – Based Paint

Several representative painted surfaces were tested for the presence of lead-based paint using XRF testing procedures. The following component was found to be positive for the presence of lead:

- Black glazed vinyl cove base in the hallways adjacent Courtroom 320.

In accordance with Environmental Protection Agency (EPA) protocols, no other materials were found to contain lead above the action level thresholds of 1.0 mg/cm^2 and 0.5% by weight.

The buildings and spaces inspected for this project do not include or comprise residential spaces applicable to the requirements of EPA lead-based paint management regulations. Therefore, EPA 40 Code of Federal Regulations (CFR) 745: Lead-Based Paint Renovation, Repair and Painting (RRP) Program Rule requirements do not apply. However, lead was detected at low concentrations in the hallway plaster walls. Renovation contractors should be informed of the presence of lead for OSHA compliance considerations.

V. Observations and Cautionary Statements

Gray Vermiculite

Vermiculite has been used as loose insulation in attics, walls, CMU block, and as a component of plaster, fireproofing and other building materials. The NYS Department of Health considers Vermiculite to be an asbestos-containing material, and that building materials containing more than 10% Vermiculite should be treated as asbestos-containing.

Vermiculite was not observed in spaces and materials inspected for this project. However, destructive investigation of wall cavities was not conducted, and therefore the presence or extent of this material's application throughout the building was not determined.

Cautionary measures should be taken during construction, renovation, and demolition to ensure that proper steps are taken if Vermiculite is discovered in previously inaccessible locations. If Vermiculite is discovered, work should be stopped immediately to address the issue and prevent the uncontrolled release and distribution of an asbestos-containing material.

Potentially Hidden/Inaccessible RBMs

As stated earlier, collection of bulk samples of suspect RBMs was limited to those materials readily accessible. Since the building is occupied and in operation as a business open to the public, destructive sampling techniques were used, but in a limited fashion, in order to minimize disruption to business operations and damage to building components.

Although this inspection was conducted in a manner consistent with recognized professional practices, the potential does exist for additional RBMs to be inaccessible, hidden, and undiscovered in the area inspected.

I:\CattaraugusCounty\2161216-CourtRenovation\Environmental\Report

Asbestos Bulk Sample Summary Tables

Asbestos Bulk Sample Summary Table

Cattaraugus County Courthouse Courtroom 320

Items in Bold are Confirmed ACM

Sample #	Type of Material	Sample Location	Results % Asbestos
320-1A	Gray 1'x1' Ceiling Tile	Courtroom 320 Drop Ceiling	None Detected
320-1B	Gray 1'x1' Ceiling Tile	Courtroom 320 Drop Ceiling	None Detected
320-2A	Tan Mastic	Courtroom 320 Floor Under Carpet	None Detected
320-2B	Tan Mastic	Courtroom 320 Floor Under Carpet	None Detected
320-3A	White Plaster (Finish Coat)	Courtroom 320 Back Wall (1 st Layer)	None Detected
320-3B	White Plaster (Finish Coat)	Courtroom 320 Back Wall (1 st Layer)	None Detected
320-3C	White Plaster (Finish Coat)	Courtroom 320 Back Wall (1 st Layer)	None Detected
320-4A	Gray Plaster (Scratch Coat)	Courtroom 320 Back Wall (2 nd Layer)	None Detected
320-4B	Gray Plaster (Scratch Coat)	Courtroom 320 Back Wall (2 nd Layer)	None Detected
320-4C	Gray Plaster (Scratch Coat)	Courtroom 320 Back Wall (2 nd Layer)	None Detected
320-5A	White 12" Floor Tile	Hallway Outside Courtroom 320 Floor	3.4% Chrysotile
320-5B	White 12" Floor Tile	Hallway Outside Courtroom 320 Floor	Not Analyzed Stop Positive
320-6A	Black Floor Tile Mastic	Hallway Outside Courtroom 320 Floor Under Tile	16% Chrysotile
320-6B	Black Floor Tile Mastic	Hallway Outside Courtroom 320 Floor Under Tile	Not Analyzed Stop Positive

T-1

Limited Pre-Renovation Regulated Building Materials Inspection
Cattaraugus County Courtroom 320
303 Court Street
Little Valley, New York 14755
LaBella Project 2161216

LABELLA

Asbestos Bulk Sample Summary Table

Cattaraugus County Courthouse
Courtroom 320

Items in Bold are Confirmed ACM

Sample #	Type of Material	Sample Location	Results % Asbestos
320-7A	Brown Cove Base Mastic	Hallway Outside Courtroom 320 Behind Vinyl Cove Base	2.9% Chrysotile
320-7B	Brown Cove Base Mastic	Hallway Outside Courtroom 320 Behind Vinyl Cove Base	Not Analyzed Stop Positive
320-8A	Gray Glazing Compound	Courtroom 320 Exterior Window Between Metal Frame And Glass Pane	4.1% Chrysotile
320-8B	Gray Glazing Compound	Courtroom 320 Exterior Window Between Metal Frame And Glass Pane	Not Analyzed Stop Positive

T-2

Limited Pre-Renovation Regulated Building Materials Inspection
Cattaraugus County Courtroom 320
303 Court Street
Little Valley, New York 14755
LaBella Project 2161216

LABELLA

Appendix A

Inspection Fact Sheet

Inspection Fact Sheet

Name and Address of Building/Structure

Cattaraugus County Courthouse

303 Court Street

Little Valley, New York 14755

Name and Address of Building/Structure Owner

Cattaraugus County Department of Public Works

8810 Route 242

Little Valley, New York 14755

Name and Address of Owner's Agent

LaBella Associates, D.P.C.

300 State Street, Suite 201

Rochester, New York 14614

Name of the Firm & Person Conducting the Inspection

LaBella Associates, D.P.C.

Gregory Lindsay (NYSDOL Cert. #06-08692)

Date(s) the Inspection Was Conducted

July 1st, 2016

FS-1

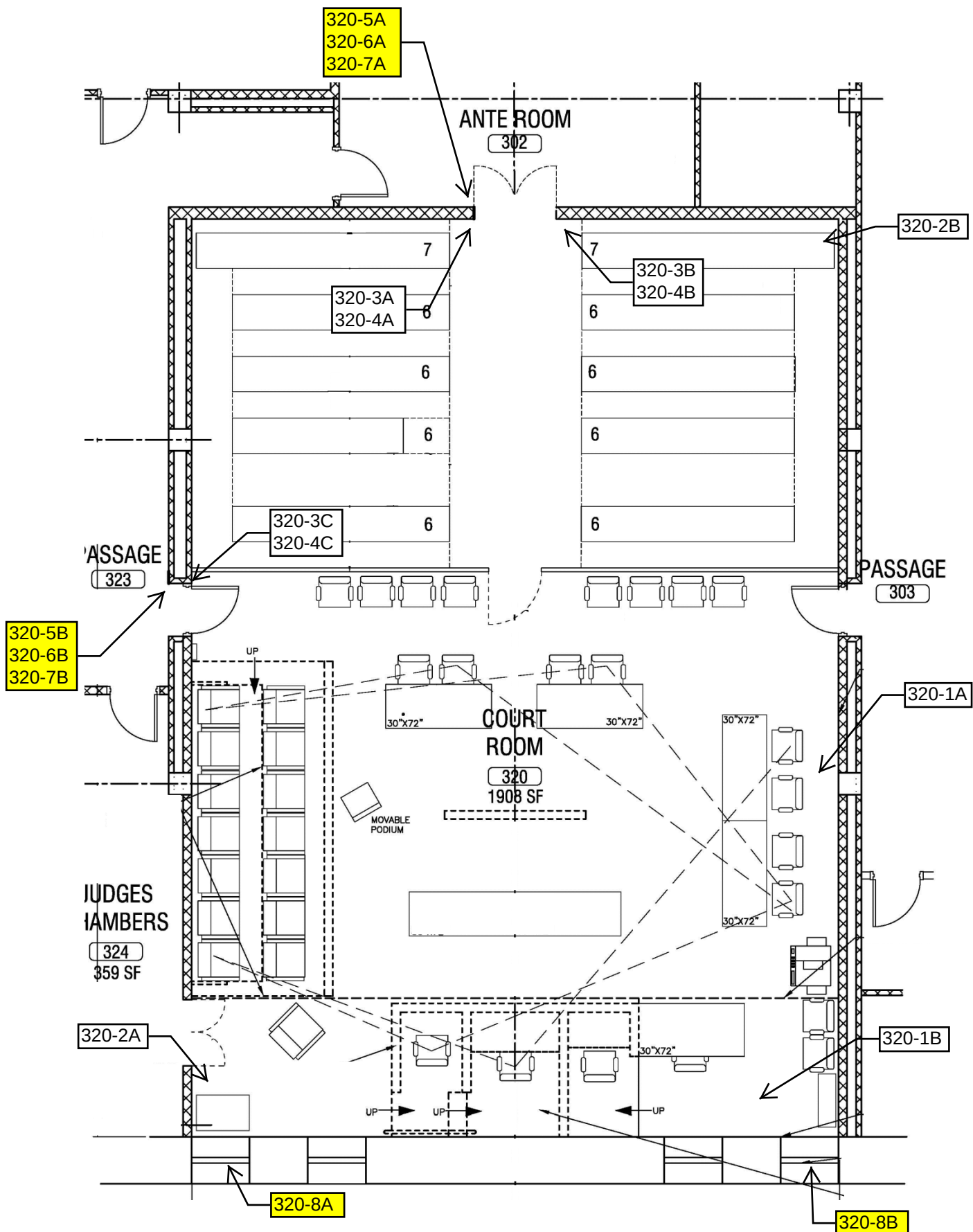
Limited Pre-Renovation Regulated Building Materials Inspection
Cattaraugus County Courtroom 320
303 Court Street
Little Valley, New York 14755
LaBella Project 2161216

LABELLA

Appendix B

Sample Location Drawing

Approximate Sample Locations



 Confirmed ACMs

Appendix C

Inspection Photos



Courtroom 320



Non-ACM Ceiling Tiles



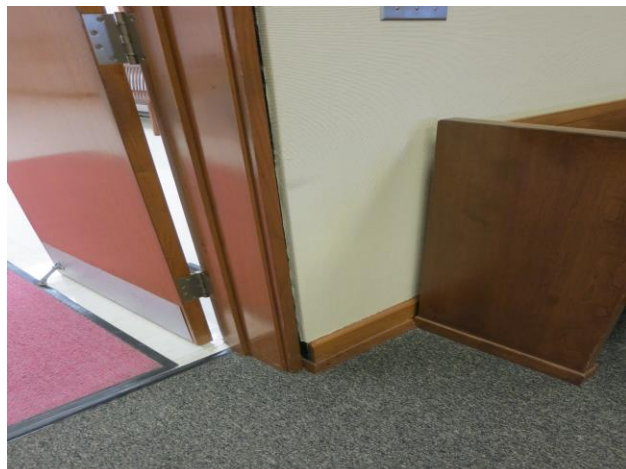
Non-ACM Carpet Mastic



Non-ACM Wall Plaster



ACM Exterior Window Glazing Compound



Hallway with ACM Floor Tile, Floor Tile Mastic, and Cove Molding Mastic

Appendix D

Laboratory Analytical Reports

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XRF Lead Sampling Summary Table
Cattaragus County Courtroom 320
303 Court Street
Cattaragus, New York 14755
LaBella Project No. 2161216

Reading No.	Location (Room)	Wall (A, B, C D) & Structure	Substrate	Color	XRF Result
1	Calibration Check	-----	-----	-----	PASS
2	Hallway	Wall	Plaster	White	0.1
3	Hallway	Wall	Plaster	White	0.1
4	Hallway	Cove Base	Vinyl	Black	+ 1.1
5	Hallway	Cove Base	Vinyl	Black	+ 1.1
6	Courtroom 320	Wall	Plaster	White	0.0
7	Courtroom 320	Door Case	Wood	Brown	0.0
8	Courtroom 320	Door	Wood	Brown	0.0
9	Courtroom 320	Viewer Bench	Wood	Brown	0.0
10	Courtroom 320	Viewer Divider Rail	Wood	Brown	0.0
11	Courtroom 320	Viewer Divider Rail	Metal	Black	0.0
12	Courtroom 320	Juror Bench Wall	Wood	Brown	0.0

XRF Lead Sampling Summary Table
Cattaragus County Courtroom 320
303 Court Street
Cattaragus, New York 14755
LaBella Project No. 2161216

Reading No.	Location (Room)	Wall (A, B, C D) & Structure	Substrate	Color	XRF Result
13	Courtroom 320	Wall	Wood	Brown	0.0
14	Courtroom 320	Sound Box	Metal	Black	0.0
15	Courtroom 320	Window Case	Metal	Gray	0.0
16	Courtroom 320	Heater	Metal	White	0.0
17	Courtroom 320	Judges Bench	Wood	Brown	0.0
18	Courtroom 320	Judges Handrail	Wood	Brown	0.0
19	Calibration Check	-----	-----	-----	PASS



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Labella Associates (1126)
Address: 300 State Street
Rochester, NY 14614-1098

Order #: 176226

Matrix Bulk
Received 07/07/16
Reported 07/14/16

Attn:

Project: Cattaraugus County Courthouse
Location: 303 Court St Little Valley NY
Number: 2161216

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
176226-001	320-8						
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1221		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1232		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1242		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1248		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1254		SW846 8082A	814	729	µg/Kg	07/13/16	BRW
Aroclor - 1260		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1262		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
Aroclor - 1268		SW846 8082A	<729	729	µg/Kg	07/13/16	BRW
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

176226-07/14/16 11:13 AM

Reviewed By: **Thoria Nadiem**
Organics Analyst

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Labella Associates (1126)
Address: 300 State Street
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Order #: 176226

Matrix Bulk
Received 07/07/16
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Attn:

Project: Cattaraugus County Courthouse
Location: 303 Court St Little Valley NY
Number: 2161216

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					

Certifications

Parameter	Method	Matrix	NY	RI	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
NY	NYELAP-11413	54668
RI	RIDOH	LAO00084
VA	Virginia DCLS/DEQ - 460135	8259

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.

Appendix E

Licenses and Certifications

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

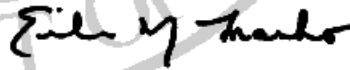
La Bella Associates PC
Suite 200
300 State Street
Rochester, NY 14614

FILE NUMBER: 99-1172
LICENSE NUMBER: 29278
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 01/14/2016
EXPIRATION DATE: 01/31/2017

Duly Authorized Representative – Robert Pepe:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

Labella Associates, P.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires

September 26, 2018

NY-2226-6

Certification #

September 24, 2015

Issued On

Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2017
Issued April 01, 2016



CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MATTHEW SMITH
LABELLA ASSOCIATES
300 STATE STREET SUITE 200
ROCHESTER, NY 14614

NY Lab Id No: 11184

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material

Item 188.1 of Manual

Asbestos in Non-Friable Material (PLM)

Item 188.6 of Manual (NOB by PLM)

NEW
YORK
STATE

Department
of Health

Serial No.: 54172

Properly affix New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5870 to verify the laboratory's accreditation status.

