



PALO VERDE COLLEGE

WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS

2017-01

CLASSROOM SERVICES BUILDING RENOVATIONS

BIDS ARE DUE NO LATER THAN JUNE 16, 2017 AT 3:00 P.M. (PST)

ONE COLLEGE DRIVE BLYTHE, CALIFORNIA 92225 | WWW.PALOVERDE.EDU | 760-921-5538

879194.1 PA039-500

2017-01

Page 1

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TABLE OF CONTENTS

COVER

TABLE OF CONTENTS

CONTRACT DOCUMENTS

Bid Information Documents

<u>Document</u>	<u>Title</u>
00 11 16	Notice to Bidders
00 21 13	Instructions to Bidders
00 73 56	Hazardous Materials Procedures and Requirements

Bid Submittal Documents

<u>Document</u>	<u>Title</u>
00 41 13	Bid Form and Proposal
00 43 13	Bid Bond
00 43 36	Designated Subcontractors List
00 45 01	Site Visit Certification
00 45 19	Non-collusion Declaration
00 45 26	Workers Compensation Certification
00 45 46.01	Prevailing Wage and Related Labor Requirement Certification
00 45 46 02	Disabled Veteran Business Enterprise Participation Certification
00 45 46.03	Drug Free Workplace Certification
00 45 46.04	Tobacco Free Environment Certification
00 45 46.05	Hazardous Materials Certification

Execution of Contract Documents

<u>Document</u>	<u>Title</u>
00 51 00	Notice of Award
00 52 13	Agreement
00 55 00	Notice to Proceed
00 56 00	Escrow of Bid Documentation
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond

Attachments:

00 72 13	General Conditions
Exhibit A:	Cost Estimate
Exhibit B:	Specifications
Exhibit C:	Drawings

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NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of the Palo Verde Community College District ("District" or "Owner") will receive sealed bids for the following project:

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

Submittal of Bids. Sealed Bids must be received by **3:00 p.m., June 16, 2017**, at the Administrative Services Office, located at 1 College Drive, Blythe, California, at or after which time the bids will be opened and publicly read aloud. The precise time will be established by the clock located in the Administrative Services Office. Any claim by a Bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. It is the Bidder's responsibility to ensure timely delivery to the specified location. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder.

Project Details. The Project consists of, but is not limited to, the following: Demolition and renovations of walls inside the classrooms of the CL Building.

Site Visit. A mandatory pre-bid conference and site visit will be held on June 13, 2017 at 1:00 p.m. sharp, meeting at the Administrative Services Office, 1 College Drive, Blythe, California. The site visit is expected to take approximately 2 hour(s). Failure to attend will render a Bidder ineligible.

Contractor's License Classification. The Bidder is required to possess the following State of California Contractor License: "B". The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

CUPCCAA. Palo Verde Community College (PVCCD) has adopted the CUPCCAA (Public Code Section 22000 Et Seq.). The act is commonly referred to as the "Informal Bidding Act". In accordance with the Act, Palo Verde Community College will maintain a list of qualified contractors who will be asked to bid on any public works project less than \$175,000 pertaining to a specific area of expertise. **All bidders must submit a CUPCCAA Pre-Qualification Application prior to bid submittal. Failure to comply will render the bidder as non-responsive.**

Bid Form. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

Bid Bond. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Palo Verde Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within six (6) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

Bonds. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The costs associated with providing these Bonds must be included in the total amount of the bid as submitted by the Bidder.

Prevailing Wage Rates. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available on the Internet at: <<http://www.dir.ca.gov>>.

Labor Compliance Monitoring. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations pursuant to Labor Code sections 1771.55 and 1771.75 and subject to the requirements of section 16450 et seq. of Title 8 of the California Code of Regulations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations. The Contractor and all Subcontractors under the Contractor shall furnish certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code commencing with section 1771.5.

Bid Documents. One Drawing, Specification and Contract Document set will be furnished online or via electronic means. Should the contractor require a full set of printed drawings, Bidder shall pay \$50.00 per set needed.

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Award of Contract. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

Waiver of Irregularities. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Palo Verde Community College District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project.

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- **The Bid Bond (on the District's form) or other security**
 - **The Designated Subcontractors List**
 - **The Site-Visit Certification**
 - **The Non-collusion Declaration**
 - **Workers Compensation Certification**
 - **Prevailing Wage and Related Labor Requirement Certification**
 - **Drug-Free Workplace Certification**
 - **Tobacco-Free Environment Certification**
 - **Hazardous Materials Certification**
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00 43 13 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered. **Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.**
 6. If Bidder to whom Contract is awarded shall for **Six (6) calendar days** after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, District may deposit Bid Bond, cash, cashier's check, or certified check for

collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. **Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.**
8. **If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid.** District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
9. Bidders shall submit the Non-collusion Declaration with their Bids. **Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.**
10. Bids shall be clearly written without erasure or deletions. **District reserves the right to reject any Bid containing erasures or deletions.**
11. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
12. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
13. **Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed.** Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not

specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
14. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
15. All questions about the meaning or intent of the Contract Documents are to be directed in writing to Stephanie Slagan, Fiscal Services Specialist via email at Stephanie.slagan@paloverde.edu or via fax at 760.922.0230. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SIX (6) calendar days** prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
16. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
17. **Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive.** Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
18. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor’s damages and/or claims related, in any way, to that Contractor’s basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of **TEN (10) calendar days** prior to bid opening.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions shall be listed in Addenda. **District reserves the right not to act upon submittals of substitutions until after bid opening.**
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
19. **All Bids must be sealed, and marked with name and address of the Bidder in the upper left corner. The sealed bid label provided by the District is to be placed in the lower left corner of the envelope.** Bids will be received as indicated in the Notice to Bidders.
- a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to the attention of **Stephanie Slagan, Fiscal Services Specialist**, located in the **Administrative Services Office, 1 College Drive, Blythe, CA 92225** by the date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
 - d. **It is the sole responsibility of the bidder to see that his bid is received at the proper time and place.** Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
20. Bids will be opened at or after the time indicated for receipt of bids.
21. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
22. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder, if any, based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
23. Time for Completion: District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 3-month period. If the Contractor believes that a postponement of

issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 3-month period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
24. **The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the SIXTH (6TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.**
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. **Insurance Certificates and Endorsements as required (reference Section 13 of General Conditions).**
 - (1) **Commercial General Liability**
 - (2) **Automobile Liability – Any Auto**
 - (3) **Workers Compensation**
 - (4) **Employers' Liability**
 - (5) **Builder's Risk (Course of Construction)**
25. **Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.**
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the bases for the

protest.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
27. Discrepancies between written words and figures, or words and numerals, **will be resolved in favor of numerals or figures.**
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
29. **The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.**
30. The period of performance for this contract shall be as noted below. The District plans to proceed on the basis of the following schedule set forth.

- | | | |
|----|----------------------------|---|
| 1. | Bid Advertisement: | June 1-16, 2017 (Website) |
| 2. | Pre-Bid Conference: | June 13, 2017 |
| 3. | Last Day for RFI's | June 13, 2017 at 3:00 p.m. |
| 4. | Bid Opening: | June 16, 2017 at 3:00 p.m. in the Administrative Services Office |

5. **Anticipated Board Approval:** **June 20, 2017**
6. **Anticipated Notice of Award:** **June 21, 2017**
7. **Required Bonds:** **June 23, 2017**
8. **PO/ Notice to Proceed:** **June 27, 2017**
9. **Commence Work:** **July 1, 2017**
10. **Complete Work:** **August 1, 2017**
11. **10% Retention:** A minimum of 35 Days after Notice of Completion is recorded at the Riverside County Recorder.

END OF DOCUMENT

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HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.
- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. **Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. **Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. **Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by

applicable law, and

- (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

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2017-01

CLASSROOM SERVICES BUILDING RENOVATIONS

BID SUBMITTAL DOCUMENTS

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2017-01 BID FORM AND PROPOSAL (page 1 of 4)

To: Governing Board of Palo Verde Community College District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of:

BID 2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS ("Project" or "Contract")

and will accept in full payment for that Work the following total Base Bid amount, all taxes and costs associated with Bonds included:

_____ dollars	\$ _____
Total Cost of Project	

Breakdowns

_____ dollars	\$ _____
Cost of Materials	

_____ dollars	\$ _____
Labor	

_____ dollars	\$ _____
Other: Please specify	

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Unit Prices. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

2. Allowance. The allowance/s listed on this Bid Form shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause, **of \$500.00 per day**, of the General Conditions and Agreement is hereby acknowledged.
7. The undersigned acknowledges that **five percent (10%) retention** is required for this Project and agrees thereto.
8. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
9. The following documents are attached hereto:
 - **The Bid Bond (on the District's form) or other security**
 - **The Designated Subcontractors List**
 - **The Site-Visit Certification**
 - **The Noncollusion Declaration**
 - **Workers Compensation Certification**
 - **Prevailing Wage and Related Labor Requirement Certification**
 - **Disabled Veteran Business Enterprise Participation Certification**
 - **Drug-Free Workplace Certification**
 - **Tobacco-Free Environment Certification**
 - **Hazardous Materials Certification**
10. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a "B" license.
12. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the applicable labor compliance program and directives of the Compliance Monitoring Unit of the Department of Industrial Relations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Proper Business Name of Bidder _____

Business Address of Bidder _____

Signature _____

Typed written name and title of Signer _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

(If Bidder is a corporation, affix corporate seal)

END OF DOCUMENT

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00 43 13
BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),
and _____ as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do
business as a surety in the State of California, are held and firmly bound unto the **Palo Verde Community College District ("District")**
of Riverside County, State of California as Oblige, in the sum of

_____ (\$ _____)
lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically
described in the accompanying bid as:

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents,
after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with
the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as
required by law, and meets all other conditions to the contract between the Principal and the Oblige becoming effective, or if the Principal
shall fully reimburse and save harmless the Oblige from any damage sustained by the Oblige through failure of the Principal to enter
into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract
between the Principal and the Oblige becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in
full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within six
(6) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the
Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way
affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the
Oblige in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is
made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the __
_____ day of _____, 20_____.

(Affix Corporate Seal)

Principal
By _____

(Affix Corporate Seal)

Surety
By _____
Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

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DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Cost: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

Cost: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ Location: _____

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Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

Cost: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License # _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Cost: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 01
SITE-VISIT CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the **Palo Verde Community College District**, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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NON-COLLUSION DECLARATION

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106**

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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WORKERS'COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2017-01 CLASSROOM SERVICES BUILDING**

RENOVATIONS ("Project" or "Contract") between Palo Verde Community College District ("District" or "Owner") and _____ ("Contractor" or "Bidder"). Labor Code section 3700 in relevant part provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

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**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2017-01 CLASSROOM SERVICES BUILDING
RENOVATIONS** between **Palo Verde Community College District** (“District” or “Owner”) and _____ (“Contractor” or “Bidder”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program. I certify that I and my listed subcontractors have registered with the Department of Industrial Relations as Public Works Contractors.

Date: _____

Proper Name of Contractor: _____

DIR Number: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DRUG-FREE WORKPLACE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS**

between Palo Verde Community College District ("District") and

_____ ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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TOBACCO-FREE ENVIRONMENT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2017-01CLASSROOM SERVICES BUILDING RENOVATIONS** between Palo Verde Community College District (“District” or “Owner”) and _____ (“Contractor” or “Bidder”).

This Tobacco-Free Environment Certification form is required from the Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

between **Palo Verde Community College District** ("District" or "Owner") and _____

("Contractor" or "Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____
 Proper Name of Contractor: _____
 Signature: _____
 Print Name: _____
 Title: _____

END OF DOCUMENT

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2017-01

CLASSROOM SERVICES BUILDING RENOVATIONS

EXECUTION OF CONTRACT DOCUMENTS

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DOCUMENT 00 51 00
NOTICE OF AWARD
(SAMPLE ONLY)

Dated: _____ 20____

To: _____

The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the Sixth (6TH) calendar day following the date of the Notice of Award.

a. **Agreement:** To be executed by successful Bidder.
(Contractor)

To: _____
(Address)

From: Governing Board ("Board") of **Palo Verde Community College District** ("District" or "Owner")

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

("Project" or "Contract"). Contractor has been awarded the referenced Contract on _____, 20____, by action of the District's Board. The Contract Price is _____ Dollars (\$ _____), and includes alternates _____.

I have attached two (2) original copies of the Agreement. One copy is for your records and **the other is to be signed and returned with the aforementioned contract documentation no later than _____ 20__.**

You must comply with the following conditions precedent within **SIX (6)** calendar days of the date of this Notice of Award.

- b. **Escrow of Bid Documentation:** This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- c. **Performance Bond (100%):** On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. **Payment Bond (100%) (Contractor's Labor and Material Bond):** On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. **Insurance Certificates and Endorsements as required (reference Section 13 of General Conditions).**
 - (1) **Commercial General Liability**
 - (2) **Automobile Liability – Any Auto**
 - (3) **Workers Compensation**
 - (4) **Employers' Liability**
 - (5) **Builder's Risk (Course of Construction)**
- f. **Contractor's Safety Plan** specifically adapted for the Project

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

PALO VERDE COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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AGREEMENT FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
(sample only)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Palo Verde Community College District (“District”) and _____ (“Contractor”) (“Agreement”). **WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS**
("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed no later than

(date) August 15, 2017. Contractor and District expressly agree that this stated time for completion of the Work is reasonable for this Project.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **Five Hundred Dollars (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type "B" Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **Labor Compliance:** Labor compliance is monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment. Contractor and its subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Dollars

_____)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

DISTRICT

PALO VERDE COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NOTE: **If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.**

END OF DOCUMENT

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NOTICE TO PROCEED
(sample only)

Dated: _____, 20__

TO: (Contractor) _____

ADDRESS: _____

REGARDING 2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

PROJECT/CONTRACT NO.: 2017-01 between the **Palo Verde Community College District** ("District") and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run **on** _____, **20**__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by

Contractor, the date of completion is **August 15, 2017**

You must submit the following documents to the District by **3:00 p.m.** of the **SECOND (2nd)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

PALO VERDE COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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ESCROW BID DOCUMENTATION

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

1. Requirement to Escrow Bid Documentation

- a. **Contractor shall submit, within SIX (6) calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein.** This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. **NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.**
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs

should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SIX (6)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent (5%) of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly

designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.

- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

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PERFORMANCE BOND
(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Palo Verde Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer. END OF DOCUMENT

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PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Palo Verde Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2017-01 CLASSROOM SERVICES BUILDING RENOVATIONS ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 8000 through 8138 and 9000 through 9510 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____

_____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 8000 through 8138 and 9000 through 9510, including section 9100, of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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BID 2017 -01 CLASSROOM SERVICES BUILDING RENOVATIONS

ATTACHMENTS

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GENERAL CONDITIONS

AIA Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2017-01 PVC Classroom Services Building Renovations
1 College Drive, Blythe, CA 92225

THE OWNER:

(Name, legal status and address)

Palo Verde Community College District
1 College Drive, Blythe, CA 92225

THE ARCHITECT:

(Name, legal status and address)

Sillman Wright Architects Incorporated
31045 Temecula Parkway, Suite 204, Temecula, CA 92592

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503m, Guide for Supplementary Conditions.

TABLE OF ARTICLES

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

Init.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

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

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1*6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

Init.

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
 Certificates of Inspection, Testing or Approval
 13.4.4
 Certificates of Insurance
 9.10.2
 Change Orders
 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
 Change Orders, Definition of
 7.2.1
 CHANGES IN THE WORK
 2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
 Claims, Definition of
 15.1.1
 Claims, Notice of
 1.6.2, 15.1.3
 CLAIMS AND DISPUTES
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
 Claims and Timely Assertion of Claims
 15.4.1
 Claims for Additional Cost
 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
 Claims for Additional Time
 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
 Concealed or Unknown Conditions, Claims for
 3.7.4
 Claims for Damages
 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
 Claims Subject to Arbitration
 15.4.1
 Cleaning Up
 3.15, 6.3
 Commencement of the Work, Conditions Relating to
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
 Commencement of the Work, Definition of
 8.1.2
 Communications
 3.9.1, 4.2.4
 Completion, Conditions Relating to
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
 COMPLETION, PAYMENTS AND
 9
 Completion, Substantial
 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
 Compliance with Laws
 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
 Concealed or Unknown Conditions
 3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
 1.1.1, 6.1.1, 6.1.4
 Consent, Written
 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
 Consolidation or Joinder
 15.4.4
 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 1.1.4, 6
 Construction Change Directive, Definition of
 7.3.1
 Construction Change Directives
 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
 Construction Schedules, Contractor's
 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
 Contingent Assignment of Subcontracts
 5.4, 14.2.2.2
 Continuing Contract Performance
 15.1.4
 Contract, Definition of
 1.1.2
 CONTRACT, TERMINATION OR SUSPENSION OF THE
 5.4.1.1, 5.4.2, 11.5, 14
 Contract Administration
 3.1.3, 4, 9.4, 9.5
 Contract Award and Execution, Conditions Relating to
 3.7.1, 3.10, 5.2, 6.1
 Contract Documents, Copies Furnished and Use of
 1.5.2, 2.3.6, 5.3
 Contract Documents, Definition of
 1.1.1
 Contract Sum
 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
 Contract Sum, Definition of
 9.1
 Contract Time
 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
 Contract Time, Definition of
 8.1.1
 CONTRACTOR
 3
 Contractor, Definition of
 3.1, 6.1.2
 Contractor's Construction and Submittal Schedules
 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
 Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11' 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1' 3.3.1' 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
 Governing Law
 13.1
 Guarantees (See Warranty)
 Hazardous Materials and Substances
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
 Indemnification
 3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
 Information and Services Required of the Owner
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
 14.1.1.4, 14.1.4, 15.1.4
 Initial Decision
 15.2
 Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Injury or Damage to Person or Property
 10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.4
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
 Instruments of Service, Definition of
 1.1.7
 Insurance
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
 11
 Insurance, Notice of Cancellation or Expiration
 11.1.4, 11.2.3
 Insurance, Contractor's Liability
 11.1
 Insurance, Effective Date of
 8.2.2, 14.4.2
 Insurance, Owner's Liability
 11.2
 Insurance, Property
 10.2.5, 11.2, 11.4, 11.5
 Insurance, Stored Materials
 9.3.2

INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Insured loss, Adjustment and Settlement of
 11.5
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13
 Interest
 13.5
 Interpretation
 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12
 Judgment on Final Award
 15.4.2
 Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Liens
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 15.1.2, 15.4.1.1
 Limitations of Liability
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
 11.3, 12.2.5, 13.3.1
 Limitations of Time
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
 15.1.2, 15.1.3, 15.1.5
 Materials, Hazardous
 10.2.4, 10.3
 Materials, Labor, Equipment and
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
 Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
 Mechanic's Lien
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Mediation
 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
 15.4.1.1
 Minor Changes in the Work
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
 1.1.1
 Modifications to the Contract
 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
 Mutual Responsibility
 6.2
 Nonconforming Work, Acceptance of
 9.6.6, 9.9.3, 12.3
 Nonconforming Work, Rejection and Correction of
 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
 Notice
 1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
 Notice of Cancellation or Expiration of Insurance
 11.1.4, 11.2.3
 Notice of Claims
 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
 Notice of Testing and Inspections
 13.4.1, 13.4.2
 Observations, Contractor's
 3.2, 3.7.4
 Occupancy
 2.3.1, 9.6.6, 9.8
 Orders, Written
 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
 OWNER
 2
 Owner, Definition of
 2.1.1
 Owner, Evidence of Financial Arrangements
 2.2, 13.2.2, 14.1.1.4
 Owner, Information and Services Required of the
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
 Owner's Authority
 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
 Owner's Insurance
 11.2
 Owner's Relationship with Subcontractors
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
 Owner's Right to Carry Out the Work
 2.5, 14.2.2
 Owner's Right to Clean Up
 6.3
 Owner's Right to Perform Construction and to

Award Separate Contracts
 6.1
 Owner's Right to Stop the Work
 2.4
 Owner's Right to Suspend the Work
 14.3
 Owner's Right to Terminate the Contract
 14.2, 14.4
 Ownership and Use of Drawings, Specifications and Other Instruments of Service
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
 Partial Occupancy or Use
 9.6.6, 9.9
 Patching, Cutting and
 3.14, 6.2.5
 Patents
 3.17
 Payment, Applications for
 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
 Payment, Certificates for
 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
 Payment, Failure of
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Payment, Final
 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
 Payment Bond, Performance Bond and
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Payments, Progress
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 PAYMENTS AND COMPLETION
 9
 Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
 PCB
 10.3.1
 Performance Bond and Payment Bond
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Permits, Fees, Notices and Compliance with Laws
 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
 PERSONS AND PROPERTY, PROTECTION OF
 10
 Polychlorinated Biphenyl
 10.3.1
 Product Data, Definition of
 3.12.2
 Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
 Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
 Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 Project, Definition of
 1.1.4

Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1 12.1.2

Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

Successors and Assigns	2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11' 3.12.5, 3.15.1, 4.2,
13.2	5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
Superintendent	9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
3.9, 10.2.6	15.1.2, 15.1.3, 15.4
Supervision and Construction Procedures	Time Limits on Claims
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,	3.7.4, 10.2.8, 15.1.2, 15.1.3
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4	Title to Work
Suppliers	9.3.2, 9.3.3
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,	UNCOVERING AND CORRECTION OF
9.10.5, 14.2.1	WORK
Surety	12
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,	Uncovering of Work
15.2.7	12.1
Surety, Consent of	Unforeseen Conditions, Concealed or Unknown
9.8.5, 9.10.2, 9.10.3	3.7.4, 8.3.1, 10.3
Surveys	Unit Prices
1.1.7, 2.3.4	7.3.3.2, 9.1.2
Suspension by the Owner for Convenience	Use of Documents
14.3	1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Suspension of the Work	Use of Site
3.7.5, 5.4.2, 14.3	3.13, 6.1.1, 6.2.1
Suspension or Termination of the Contract	Values, Schedule of
5.4.1.1, 14	9.2, 9.3.1
Taxes	Waiver of Claims by the Architect
3.6, 3.8.2.1, 7.3.4.4	13.3.2
Termination by the Contractor	Waiver of Claims by the Contractor
14.1, 15.1.7	9.10.5, 13.3.2, 15.1.7
Termination by the Owner for Cause	Waiver of Claims by the Owner
5.4.1.1, 14.2, 15.1.7	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Termination by the Owner for Convenience	Waiver of Consequential Damages
14.4	14.2.4, 15.1.7
Termination of the Architect	Waiver of Liens
2.3.3	9.3, 9.10.2, 9.10.4
Termination of the Contractor Employment	Waivers of Subrogation
14.2.2	6.1.1, 11.3
TERMINATION OR SUSPENSION OF THE	Warranty
CONTRACT	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
14	15.1.2
Tests and Inspections	Weather Delays
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,	8.3, 15.1.6.2
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4	Work, Definition of
TIME	1.1.3
8	Written Consent
Time, Delays and Extensions of	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,	13.2, 13.3.2, 15.4.4.2
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5	Written Interpretations
Time Limits	4.2.11, 4.2.12
	Written Orders
	1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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PROJECT COST ESTIMATE



05.31.17

7515 Metropolitan Drive, Suite 400 San Diego, CA 92108 Tel: (619) 294-7515 Fax: (619) 294-7592 www.sillmanwright.com

SUBJECT: PVCC Project 1 Construction Cost Estimate

Attention:

Russi Egan (RE) PVCC
Stephanie Slagan (SS) PVCC

Palo Verde College, Project 1: Estimated construction cost

1	Demolition and haul off	\$2,560.00	2 wrkrs x 2 days x \$55/hr + dump fee
2	New wall construction	\$10,000.00	50 lf x \$200/lf
3	Floor & ceiling repair	\$5,200.00	2 wrkrs x 5 days x \$75/hr+ materials
4	Mechanical work	\$13,120.00	2 wrkrs x 7 days X \$85.hr + materials
5	Electrical work	\$17,600.00	2 wrkrs x 10 days x \$85/hr + Materials
6	Cleanup	\$1,680.00	2 wrkrs x 1 day x \$55/hr + dump fee
7	Supervision	<u>\$8,000.00</u>	1 wrkr x 4 weeks x \$2,000/wk
8	Subtotal	\$58,160.00	
9	Contractor Gen Cond	\$4,992.00	10%
10	Contractor OH & Profit	\$9,984.00	20% Includes insurance & bonding
11	Contingency	\$4,992.00	10% Owner controlled
12	Construction total	\$78,128.00	

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SPECIFICATIONS

**2017-01 PVC CL Building Renovations
TABLE OF CONTENTS**

Division	Section Title
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DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 25 00	SUBSTITUTION PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 31 10	CONTRACTOR PERSONNEL
01 32 01	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 73 00	EXECUTION
01 77 00	CLOSEOUT PROCEDURES
01 78 39	PROJECT RECORD DOCUMENTS

DIVISION 02 - EXISTING CONDITIONS

02 41 19	SELECTIVE DEMOLITION
----------	----------------------

DIVISION 05 - METALS

05 40 00	COLD-FORMED METAL FRAMING
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DIVISION 09 - FINISHES

09 29 00	GYPSUM BOARD
09 51 23	ACOUSTICAL TILE CEILINGS
09 51 23.13	ACOUSTICAL TILE RESTORATION
09 65 13	RESILIENT BASE AND ACCESSORIES
09 65 16	RESILIENT SHEET FLOORING
09 91 23	INTERIOR PAINTING

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 05 00	BASIC HVAC REQUIREMENTS, MATERIALS AND METHODS
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
23 05 93	HVAC TESTING, ADJUSTING, AND BALANCING
23 07 00	HVAC INSULATION
23 31 13	DUCTWORK AND ACCESSORIES
23 33 00	AIR DUCT ACCESSORIES
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES

DIVISION 26 – ELECTRICAL

26 05 19	LOW VOLTAGE POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
26 05 44	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

**2017-01 PVC CL Building Renovations
TABLE OF CONTENTS**

Division	Section Title
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 09 23	LIGHTING CONTROL DEVICES
26 27 26	WIRING DEVICES

END OF TABLE OF CONTENTS

SECTION 01 10 00
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. Contract
 - 3. Engineers Estimate
 - 4. Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: 2018-01PVC CL Building Renovations
 - 1. Project Location: 1 College Drive, Blythe, CA 92225
- B. District: Palo Verde Community College District
- C. Architect Identification: The Contract Documents, dated 6/1/17, were prepared for Project by: Sillman Wright Architects, Inc.

1.4 CONTRACT

- A. The Project will be constructed under a single prime contract.

1.5 ENGINEERS ESTIMATE

- A. Estimated project cost has been established at:

SEVENTY EIGHT THOUSAND DOLLARS (\$78,000.00)

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. 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, loading areas, and entrances serving premises clear and available to District, District's employees, and emergency vehicles at all times. Do not use these areas for parking or 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.
- C. 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.
- D. 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.

1.7 COORDINATION WITH OCCUPANTS

- A. Partial District Occupancy: District will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with District during construction operations to minimize conflicts and facilitate District usage. Perform the Work so as not to interfere with District'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 District and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to District of activities that will affect District's operations.
- B. District Limited Occupancy of Completed Areas of Construction: District 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 District acceptance of the completed Work.
2. On occupancy, District will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 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 to hours indicated in General Conditions. Exceptions to these hours include utility shutdowns and noisy activity.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify District not less than seven days in advance of proposed utility interruptions.
 2. Obtain District'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 District occupancy with District.
 1. Notify District not less than seven days in advance of proposed disruptive operations.
 2. Obtain District's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on District property is not permitted.
- F. Summer break will occur from June 3 through August 13. Work must be performed between June 3 and August 1, 2017

1.9 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] [and] [scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

**SECTION 01 21 00
ALLOWANCES**

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 governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Allowance Payment Record (APR).

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by District for District's purposes and only by APRs that indicate amounts to be charged to the allowance.
- B. Allowance includes cost of materials, delivery, receiving, handling, installation, warranty, insurance, and Contractor overhead and profit. Contractor's supervision and bond costs are included in the Contract Sum.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to District by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Contingency Allowance:
Ten Percent (10%) of Contract Amount

END OF SECTION 01 21 00

**SECTION 01 25 00
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 01 21 00 "Allowances" for products selected under an allowance.
 - 2. Divisions 02 through 33 Sections for specific product and manufacturer requirements and for limitations on substitutions.

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. Substitutions include "or equal" products.

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 form provided at the end of this Section.
 - 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 information, including a list of changes or revisions needed to other parts of the Work and to construction performed by District and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution 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 and names and addresses of architects and Districts.
 - 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 substitution 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 7 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 7 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.

PART 2 - PRODUCTS**2.1 SUBSTITUTIONS**

- A. Submit requests for substitution not later than **7** days after the Notice to Proceed.
 - 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. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. 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.

PART 3 - EXECUTION (Not Used)**END OF SECTION 01 25 00**

REQUEST FOR SUBSTITUTION

Re: _____
 Section # _____ Project Name _____

_____ Date _____ Item _____

To: _____
 Architect _____

From: _____
 General Contractor _____

We hereby submit for your consideration the following product comparisons of the specified item and the proposed substitution:

A. Comparison	<u>Specified Item</u>	<u>Substitution</u>
1. Product Name/Model	_____	_____
2. Manufacturer	_____	_____
Address	_____	_____
Phone Number	_____	_____
3. Product Cost	_____	_____
Installation/Labor Cost	_____	_____
4. Delivery Time	_____	_____
Installation Time	_____	_____
5. Product Characteristics	_____	_____
	_____	_____
	_____	_____
	_____	_____
6. Dimensions	_____	_____
Effects	_____	_____
7. Guarantee/Warranty	_____	_____
8. CBC-ES No.	_____	_____
9. UL Rating	_____	_____

B. Substantiating Data: Attach manufacturer's literature for both specified item and substitution.

C. Samples: Provide samples for both specified item and substitution.

D. Similar Projects

1. _____
Name _____ Date _____

Address _____

2. _____
Name _____ Date _____

Address _____

E. Maintenance Service/Parts:

Name: _____
Address: _____

What effect does this substitution have on applicable code requirements?

G. Changes to Drawings and Specifications:

Attach information completely describing changes to be made to drawings and specifications.

- Contractor hereby certifies equal performance and assumes of liability for equal performance.
- Contractor hereby agrees to pay for all costs involved with changing the building design, including engineering, drafting, specifications editing, coordination, and preparation of detailed cost estimates, caused by the proposed substitution.

Submitted by:

_____ Signature	_____ Printed Name
_____ Title	
_____ Company	_____ Date
_____ Address	
_____ Address	
_____ Telephone	_____ Email

Signature must be by person having authority to legally bind Contractor to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For Use by District's Representative:

District's Design Consultant Date: _____	School District Date: _____
<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
By (print): _____	By (print): _____
Title: _____	Title: _____
Signature: _____	Signature: _____

**SECTION 01 31 00
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

Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

- 1. General coordination procedures.
- 2. Administrative and supervisory personnel.
- 3. Coordination drawings.
- 4. RFIs.
- 5. Project meetings.

- B. Related Requirements:

- 1. Section 01 32 01 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- 3. Section 01 74 19 "Construction Waste Management and Disposal" for procedures for managing construction waste materials.
- 4. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Key Personnel Names: Within ten (10) 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 telephone numbers, including home, office, 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, in web-based Project software directory, in prominent location in each built facility, and by each temporary telephone. 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. 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 District and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities, including those of the District and separate 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. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 1. Coordinate management and recycling of solid waste generated from construction activities. Refer to Section 01 74 19 "Construction Waste Management and Disposal" for tracking, management and recycling requirements for construction activities related waste.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown 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. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - e. Indicate required installation sequences.
 - f. Indicate dimensions shown on the 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[, **raised access floor,**] 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. 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.
8. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, prepare and submit an RFI using the District's Document Control Software. Immediately notify the District Construction Manager, Project Inspector, District Project Manager, Architect, and Document Controls Specialist of all RFIs submitted.
1. Architect will return RFIs submitted by other entities controlled by Contractor with no response.
 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. RFI number, numbered sequentially (for revised RFIs, keep the original RFI number, but add an R1, R2, etc. as a suffix.)
 3. Date of RFI Question.
 4. Name of Contractor, as well as name of individual from Contractor submitting the RFI.
 5. Name of Architect.
 6. RFI subject.
 7. Detailed description of item needing information or interpretation.
 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 any. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. 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.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five (5) 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. Incomplete RFIs or inaccurately prepared RFIs will be returned without action.
13. RFIs will be returned without action if they are used for any purpose other than a request for information. Such uses may include, but are not limited to the following:
- 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.
14. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
- E. RFI Log: The contractor shall prepare an RFI Log. The Log will be brought to each weekly Project meeting by the contractor.

1.8 PROJECT MEETINGS

- A. General: Attend all project meetings. Contractor will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Contractor will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 2. Minutes: Contractor will record meeting results.
- B. Preconstruction Conference: District will schedule a preconstruction conference before starting construction, at a time convenient to District, but no later than fourteen (14) calendar days after execution of the Notice to Proceed.
1. District will conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of District, District's Commissioning Authority, 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.
 3. Agenda: Discuss items of significance that could affect progress. Agenda may include, but is not limited to, the following:

- a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Commissioning requirements and procedures.
 - m. Indoor environmental air quality management during construction.
 - n. Preparation of record documents.
 - o. Use of the premises[**and existing building**].
 - p. Work restrictions.
 - q. Working hours.
 - r. District's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 - cc. Request for Information procedures.
 - dd. Request for Substitution procedures.
 - ee. Use of District's Document Control Software for RFIs.
4. District will record meeting results and distribute them to all parties in attendance within two (2) days of meeting.
- C. Project Closeout Conference: District will schedule and conduct a project closeout conference, at a time convenient to District and Architect, but no later than thirty (10) days prior to the scheduled date of Substantial Completion.
1. Conference will be conducted to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of District, District's Commissioning Authority, 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, but not limited to, the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for

- final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of additional stock and spare parts.
 - f. Requirements for demonstration and training.
 - g. Commissioning requirements and procedures.
 - h. Indoor environmental air quality requirements prior to occupancy.
 - 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. The District's partial occupancy requirements.
 - m. Installation of the District's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Contractor will record meeting results and distribute to all parties in attendance within two (2) days of meeting.
- D. Progress Meetings: District will conduct two Project Progress Meetings. Project Progress Meetings are in addition to specific meetings held for other purposes, such as Schedule Review Meetings.
 - 1. Attendees: In addition to representatives of District 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.
 - 2. Agenda: District will review minutes of previous progress meeting. District will review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Schedule Updating: Revise Look-Ahead Schedule prior to each Progress Meeting. Send (by Email) the revised Look-Ahead Schedule to the District and Architect no later than 24 hours before the next Progress Meeting. The Look-Ahead Schedule shall be submitted in PDF electronic file format using computer software acceptable to District.
 - b. Review present and future needs of each entity present including, but not limited to, the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

- 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Documentation of information for payment requests.
3. Minutes: Contractor will record meeting results and distribute to all parties in attendance within two (2) days of the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 31 10
CONTRACTOR PERSONNEL

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 Contractor personnel to be assigned to this Project.
- B. Related Requirements:
 - 1. Section 01 31 00 "Project Management and Coordination" for project management procedures.

1.3 KEY CONTRACTOR PERSONNEL

- A. Contractor shall assign the following minimum personnel to the project:
 - 1. Contractor Construction Superintendent: Full Time on-site.

1.4 REQUIREMENTS FOR KEY PERSONNEL

- A. Contractor Construction Manager shall have a minimum of **ten** years experience as Construction Manager or Superintendent on projects of similar size and scope.
- B. Contractor Construction Superintendent shall have a minimum of **ten** years experience as Construction Superintendent on projects of similar size and scope.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 10

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SECTION 01 32 01
CONSTRUCTION PROGRESS DOCUMENTATION

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 documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
- B. Related Requirements:
 - 1. Section 011000 "Summary".
 - 2. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Except for Milestone Activities, activities included in a schedule consume time and resources.
 - 1. Critical Activity: An activity, if delayed, would result in the delay to the overall completion.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
 - 4. Milestone Activity: An activity that does not occupy time or resources, but highlights an event.
- B. Calendar: Defines the week for different activities within the CPM schedule. Examples of calendars include 5-day week minus holidays, 7-day week, and 6-day week. Different calendar types may be used in the CPM schedule.
- C. Constraint: In the CPM schedule, a constraint is used to affect the float, duration, or date of an activity.
- D. CPM: Critical path method, which is a method of planning and scheduling a project where activities are arranged based on activity relationships.

1. CPM Network: A sequence of inner-connected activities. Network calculations determine the Critical (Longest) Path and when activities can be performed.
- E. Critical (Longest) Path: The network of schedule activities that establishes the minimum overall Project duration.
- F. Data Date: The date used as the starting point for schedule calculations. For baseline CPM schedules, the Data Date is the first date of Contract Time. For monthly updates, the Data Date is the first workday of the month.
- G. Day: A calendar day, unless otherwise specifically defined. Where “Day” is inherently differently defined, such as in schedules prepared using Microsoft Project, convert days to account for specified calendar days.
- H. Delay: An interruption of work.
- I. Milestone: The starting or ending point of an activity or linked series of activities. A milestone in the schedule contains zero duration.
1. Key Milestone: A major event. A Key Milestone includes, but is not limited to the following: Notice to Proceed, Substantial Completion, Phase Start Date, and Phase Finish Date. The District Construction Manager may direct the Contractor to add additional Key Milestones.
 2. Contractual Milestone: A milestone tied to Liquidated Damages. Substantial Completion is both a Key and Contractual Milestone.
- J. Float: The measure of leeway in starting and completing an activity.
1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 2. Total float is the amount of time by which a part of the Work may be delayed from its early dates before it delays a succeeding activity.
 3. Contract Float: The amount of time between the Contractor’s anticipated dates for early completion of the Work, or specified part, and the corresponding Contract Time.
 4. Ownership of Float: Total float and contract float belong to the project and are not for the exclusive benefit of any party. Total float and contract float are jointly owned, and are resources available to the District or the Contractor on a first-come-first-served-basis for the benefit of the project. The District Construction Manager shall monitor float to determine if any float erosion is for the benefit of the project
 5. Float Manipulation: Utilizing unrealistic or inflated durations, imposed dates, artificial logic and/or lags, preferential logic, date constraints, and others that results in an impact to Float. Do not manipulate float. Instead, add detail within the schedule in order to mitigate the use of Float manipulation. Provide a detailed written explanation in the Baseline Narrative for items seen as potential float manipulation if directed by District Construction Manager. After a review of the Baseline Schedule and the detailed written explanation, any such actions ultimately seen as Float manipulation by the District Construction Manager may result in direction for a Baseline revision and re-submittal.

- K. Lag: An adjustment of time between tied CPM schedule activities.
- L. Near-Critical Activity: A non-critical activity with a Total Float value within 10 workdays of the Critical (Longest) Path.
- M. Percent Complete: The portion of an activity that is complete based on the measurement of work accomplished. Percent completes are ultimately decided by the District Construction Manager.
- N. Relationships: Ties between activities within the CPM schedule.
- O. TIA: Time Impact Analysis.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit required submittals per the following:
 - 1. Indication of type of schedule being submitted (Baseline, Monthly Schedule Update, Time Impact Analysis, etc.)
 - 2. PDF electronic file(s).
 - 3. Electronic software file (for all CPM schedule submittals). Provide a unique file name in the schedule software for all CPM Schedules.
- B. Reports: As part of every CPM schedule submittal, submit each of the following reports:
 - 1. Detailed Gantt Chart: Individual columns on left shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, calendar identifier, and total float. Activities shall be grouped in a manner acceptable to the District Construction Manager. All activities shall be depicted, and activities shall be sorted by early start dates, then total float and early finish dates. Gantt Chart shall be on a page of sufficient width required to display entire schedule for Contract Time. Size of paper/sheet is at discretion of District Construction Manager, and sheet size shall range from 8.5" x 11" to 11" x 17". Gantt Chart shall depict relationship lines between activities and shall also clearly show the Critical (Longest) Path.
 - a. Columns on monthly updates shall also include: current month's activity percent complete.
 - 2. Schedule Narrative Report: With every CPM schedule submittal, submit a schedule narrative. The narrative report shall contain the following:
 - a. Baseline Schedule: Explanations of assumptions in baseline schedule development including:
 - 1) General work sequencing, including phasing and interim housing considerations.
 - 2) Justification of Critical (Longest) Path.
 - 3) Long lead equipment or material items.

- 4) Constraints and challenges to completing the work.
 - 5) Work week schedule, work hours and non-working days, including holidays.
 - 6) Person(s) preparing and providing input towards schedule submittal.
- b. Monthly Update: Items in this narrative report shall include:
- 1) Physical progress accomplished during the report period, broken down by each building and site area (for example, parking lot, play field, second floor, etc.).
 - 2) Explanation of Critical (Longest) Path if changed from previous month's update (or accepted Baseline, if first Monthly Schedule Update).
 - 3) Explanation of potential delays and/or problems and their estimated impact on performance, Key and Contractual Milestone dates, and the overall Completion date.
 - 4) All Notices of Delay submitted to the District Construction Manager.
 - 5) Alternatives for possible schedule recovery to mitigate delay or potential delay.
 - 6) Known or anticipated problems with delivery of materials or equipment.
 - 7) Approved weather impact dates incurred in previous month, along with affected CPM schedule activity identification numbers and activity descriptions.
3. For each Monthly Schedule Update submittal: A copy of the Monthly Schedule Update markup documentation.
 4. Other variations of the above reports, as directed by the District.
- C. Daily Construction Reports: Submit to District as described herein.
- 1.5 QUALITY ASSURANCE
- A. Scheduler Qualifications: Retain or employ an experienced specialist in CPM scheduling capable of satisfying the requirements described herein, providing planning, evaluation, reporting and delay analysis using CPM scheduling.
 - B. Schedule Software: All CPM schedules shall be prepared with a Windows operating system based CPM scheduling computer software program capable of satisfying all the requirements herein, and is either Microsoft Project 2013 or later, or Primavera P6 Professional Project Management version 16 or later.
- 1.6 COORDINATION
- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal register, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from

- entities involved.
2. Coordinate each activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, BASELINE

- A. Baseline Schedule: Prepare and submit a baseline CPM schedule that shows the breakdown of all work into activities to the extent required to effectively plan and execute the Project, track and report work progress, effectively analyze time impacts and show all logical relationships (ties) between activities. The District Construction Manager will accept, accept as noted, or direct the Contractor to revise and re-submit, the Baseline Schedule submittal. The District Construction Manager's Baseline Schedule review will be based on the District Construction Manager's evaluation of the Baseline Schedule's reasonableness and compliance with the Contract Documents. The Contract CPM Schedule shall be the basis for monitoring the Contractor's progress against milestone dates and Contract Time, and the evaluation and reconciliation of extensions in Contract Time. The Baseline Schedule shall communicate and constitute the Contractor's detailed intent for planning and executing the work. Construct the Baseline Schedule based on the Contract Documents, including any addenda received during the bid phase. Coordinate with all subcontractors when developing the Baseline Schedule.
 1. Breakout of Work into multiple Schedules: Even if multiple school sites or DSA numbers are attributed to a Contract, multiple schedules that break out work by school site, DSA number, etc., are not allowed.
 2. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - a. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - b. Early Completion: If the District Construction Manager accepts an early completion schedule and the District Construction Manager does not revise the Contract completion date, the Baseline must first include a float activity that fills the time between the early completion and the contractual substantial completion date. The Contractor agrees to forego any extended overhead between early completion noted in the Baseline and the contractual substantial completion date.
 3. Activities in the Baseline Schedule shall comply with the following:
 - a. Activity Duration: Estimate the amount of time to start and complete each activity. Define field work activities so no activity is longer than 10 workdays, unless specifically allowed by District Construction Manager.
 - b. Units of Time: Workdays shall be the default unit of time for an activity in the schedule. Indicate nonworking days and holidays incorporated into the schedule to correlate with Contract Time.

- c. Critical (Longest) Path: Critical (Longest) Path is to be easily identifiable. Any part of the Baseline Schedule's Critical (Longest) Path deemed unreasonable by the District Construction Manager may result in direction for a Baseline Schedule revision and re-submittal.
- d. Procurement Cycle Activities: Procurement cycle activities include, but are not limited to, submittals, shop drawing submittals, submittal reviews and approvals, purchasing, fabrication, and delivery. Unless waived by the District Construction Manager, include detailed procurement cycle activities as separate activities in the Baseline Schedule for each Specification section number. The detailed Procurement Cycle activities shall constitute the Submittal Schedule, and shall align with the Submittal Register. Procurement Cycle activities shall be logically tied in the Baseline Schedule to the associated construction activities. Unless waived by the District Construction Manager, include detailed procurement cycle activities as separate activities in the Baseline Schedule for each Specification Section number, with separate activities for the following:
 - 1) Submittal Preparation.
 - 2) Submittal Review / Approval.
 - 3) Procurement / Fabrication.
 - 4) Delivery.Note: Include the Specification Section number either within the activity's identification number or activity's name/description.
- e. Submittal Review Time: Include review times indicated in Section 01 33 00 "Submittal Procedures" in Baseline Schedule.
- f. Relationships and CPM Network: CPM networks shall be closed, whereby every activity shall have, at a minimum, one predecessor and one successor relationship. The exceptions to this closed network rule are the network's start and finish milestones.
- g. Constraints: Constraints shall be scrutinized and shall only be used to reflect contractually and/or environmentally imposed conditions. Add schedule activities and detail to mitigate the use of Constraints. Constraints ultimately deemed unreasonable by the District Construction Manager may result in direction for a Baseline revision and re-submittal.
- h. Lags: Lags shall be scrutinized. Add schedule activities and detail to mitigate the use of Lags. Lags ultimately deemed unreasonable by the District Construction Manager may result in direction for a Baseline revision and re-submittal.
- i. Schedule Settings: The setting in the CPM scheduling software shall be set so that the logic is retained when calculating the schedule. Critical activities shall be defined as Longest Path. The "progress override" option shall not be utilized, unless directed otherwise by the District Construction Manager. Autocost, Resource, and Schedule calculation rules shall be set to the default settings. Default percent complete to be used is the duration percent complete.
- j. Activity Detail: Field work activities shall not reflect a combining of work located in separate buildings or site areas, work corresponding to different Specifications Sections or Uniformat Sections, work performed by different Subcontractors, or rough and finish work of the same trade. The CPM Schedule shall include activities and appropriate time for temporary items

(for example, scaffolding and concrete formwork), curing, testing, items that interface with work performed by others (for example, Owner Furnished Owner Installed items), regulatory agency approvals, permitting, City of San Diego and utility activities, physical checkout, startup, mobilization, operational and maintenance manual preparation, equipment and systems training, cleanup, and contractor’s internal punch list.

- k. Activity Descriptions: Descriptions for schedule activities shall provide adequate detail that defines the activity, scope and location.
- l. Milestones: Include Key Milestones and Contractual Milestones indicated in the Contract Documents in Schedule.
- m. Negative Float: The Baseline Schedule shall not contain negative float.
- n. Weather: The Baseline Schedule shall include, during the period from the start of mobilization (or start of field work activity, whichever starts first) through the date of Substantial Completion, workdays for anticipated weather delays affecting the Critical (Longest) Path.

- 1) This weather allowance shall be incorporated into the Contract Time. Incorporate weather allowance days into their schedule activities per the following table:

Weather Table												
	Month											
Anticipated Weather Days	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	7	5	7	2	1	1	0	0	1	2	3	5

- a) If the Contract Time starts or ends in the middle of a month, the weather allowance shall be prorated. For example, if mobilization starts on February 1 and Substantial Completion is November 20 of the same year, the weather allowance is 21 workdays.
- 2) Unused weather allowance days become jointly owned float.
- 3) If the number of approved weather days in a month exceed the number depicted in the Weather Table, or if the grand total of approved weather days exceed the number allotted in the contract, the number of weather days in excess are excusable and non-compensable.
- 4) Weather or the results of weather on non-scheduled workdays will not be considered. Reference documents shall include CPM schedules and Look Ahead schedules to determine scheduled workdays.
- 5) If the Contractor considers weather or the results of weather as an impact to the Critical (Longest) Path and/or a Contractual Milestone, the Contractor has two (2) workdays from the date in question to provide written justification for the weather day request, describing the Primavera activity/activities impacted, as well as describing how over 50 percent of the Critical (Longest) Path work for the requested

- 6) day was impacted. Describe work done to mitigate weather impact. The District Construction Manager determines if a weather day has been incurred, and the Critical (Longest) Path and/or Contractual Milestone so affected. If the Contractor does not provide written justification regarding weather impacts, the District Construction Manager can still determine if weather days have been incurred.
 - 7) If weather impacts a Contractual Milestone for a phase that is not on the Critical (Longest) Path, the District Construction Manager will grant excusable and non-compensable relief equal to the number of days impacted by weather.
- B. Work Restrictions: Include any work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- 1. Work by District: Include a separate activity for each portion of the Work performed by District, including Owner Furnished Contractor Installed (OFCI) and Owner Furnished Owner Installed (OFOI) items.
 - 2. District-Furnished Products: Include a separate activity for each product. Delivery dates indicated stipulate the earliest possible delivery date.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with any existing construction.
 - b. Limitations of continued occupancies.
 - c. Partial occupancy before Substantial Completion.
 - 4. Use of premises and any site-specific restrictions.
- C. Baseline Schedule: Submittal, Review and Acceptance. Within the timeline specified below (Schedule Table 1), submit the Baseline Schedule to the District Construction Manager for review and acceptance.

Schedule Table 1

Description	Calendar Days for Individual Item	Cumulative Calendar Days
Contract Time Start Date, per Notice to Proceed	0	0
Contractor submits complete Baseline Schedule submittal to District Construction Manager for review	28	28
District Construction Manager provides review comments (and possible acceptance) to Contractor (Meeting may be required, at District Construction Manager's discretion)	7	35

1. The deduction for Contractor's delayed submission of the complete Baseline Schedule submittal is \$150 per day; this deduction also applies to re-submittals. Such deductions shall occur on the first progress payment after the Baseline Schedule has been accepted. Refer to paragraph 1.4 herein regarding Submittal items.
2. Upon submittal by the Contractor, the District Construction Manager will review the Baseline Schedule and provide comments within the timeframe shown in Schedule Table 1. The District Construction Manager may question any aspect of the Baseline Schedule submittal. If the District Construction Manager raises questions or identifies schedule deficiencies or noncompliance with the Contract Documents, a revision and re-submittal is required. Make appropriate adjustments or corrections and shall deliver to the District Construction Manager the Baseline Schedule re-submittal within 7 days of receipt of the District Construction Manager's comments. Indicate in writing the adjustments or corrections made by the Contractor, including individual responses to every comment made by the District Construction Manager on the previous submittal. The District Construction Manager will review and return written comments on the re-submitted Baseline Schedule within 7 days of receipt of the Contractor's re-submittal. The above process shall be repeated until the District Construction Manager provides written notification to the Contractor that the Baseline Schedule has been accepted.
 - a. If the District Construction Manager conditionally accepts the Baseline Schedule submittal, the Contractor has seven (7) days to provide another Baseline Schedule submittal that addresses the conditional notes, to the satisfaction of the District Construction Manager. The District Construction Manager will review and comment on the re-submittal within five (5) days of receipt. If the Contractor fails to submit a Baseline Schedule submittal that addresses the conditional notes to the District Construction Manager's satisfaction, then the Baseline Schedule status will be revised from "Accepted as Noted" to "Revise and Re-submit".
 - b. As the schedule is a requirement for a proper progress payment, it is incumbent on the Contractor to submit a satisfactory Baseline Schedule submittal within the timeline depicted herein; Look-Ahead Schedules do not satisfy the requirement regarding "Construction Progress Schedule".
 - c. If the Baseline is not accepted after the first fifty (50) days, the District Construction Manager may stop the Work; delays here shall be deemed inexcusable.
3. Upon acceptance of the Baseline Schedule, all activities and their relationships shown on the Baseline Schedule may not be changed, added, or deleted without the consent of the District Construction Manager. The Contractor may not alter activity identification numbers, or rename activities without the District Construction Manager's consent. The Contractor must request written approval from the District Construction Manager to remove activities from the CPM Schedule, and must retain the removed activities within the electronic project schedule files that are submitted to the District Construction Manager. The Contractor may appropriately code the approved removed activities to filter the same out of the reports.
4. The initial accepted Baseline Schedule is a schedule that shall reflect no progress on schedule activities.

5. If a Baseline Schedule is accepted late in a month, the Contractor is still required to submit a Monthly Schedule Update for the previous period (for example, if a Baseline Schedule is accepted on January 26, the Contractor is required to submit Monthly Schedule Update with a January 1 Data Date).
6. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of District Construction Manager's acceptance of the schedule.

2.2 Schedule of Values

- A. Though the CPM Schedule is not cost-loaded, the Schedule of Values (SOV) spreadsheet must meet the following requirements:
 1. No SOV line item shall combine work from multiple Specification sections.
 2. SOV line items shall be mapped to Unifomat Level 3 (dictionary can be provided, upon request from Contractor), and no SOV line item shall combine work from multiple Unifomat Level 3 sections.
 3. No SOV line item shall have a budgeted cost exceeding \$50,000, unless specifically accepted by the District Construction Manager.
 4. In addition to all construction activities, the following are to be separate and distinct SOV line items: Bonds, Insurance, Demobilization, Close-Out Submittals.
 5. No SOV line items for submittal or procurement activities are permitted, except as accepted or directed by the District Construction Manager.
 6. Mobilization shall be a separate SOV line item, and shall not exceed 1 percent (1%) of the Contract Price. If requested by the District Construction Manager, provide detailed backup documentation, at a level of detail to the satisfaction of the District Construction Manager, to substantiate the Contractor's mobilization dollar amount.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, MONTHLY SCHEDULE UPDATES

- A. Contractor's Construction Schedule Updating: At monthly intervals update the schedule to reflect actual progress and forecast the remainder of the work. Submit the Monthly Schedule Update to the District Construction Manager who will either accept it, accept it with notes, or direct the Contractor to revise and resubmit. On the last workday of each month or other day determined by District Construction Manager, submit a draft schedule update for review. The Data Date shall be the 1st day of the month. For example, if the monthly update is to capture all work accomplished in April the Data Date shall be May 1st. the Draft Monthly Schedule Update shall consist of the following:
 1. A hardcopy print out of the Detailed Gantt Chart distributed to the District Construction Manager. Sheets for this item are to be no larger than 11" x 17".
 2. A markup of the hard copy print out showing percent completes, actual start dates and actual finish dates to indicate work accomplished during the month. Also indicate the expected finish dates or remaining duration for activities that

- have started but have not yet completed; remaining duration shall be the Contractor's best estimate of the time required to complete activities.
3. Within three (3) days of the draft Monthly Schedule Update submittal, meet with District Construction Manager to finalize the Monthly Schedule Update, as well as discuss required corrections and proposed revisions to the schedule.
 4. After the meeting, make any needed adjustments to the schedule as directed by the District Construction Manager, make final entries in the schedule software, recalculate the schedule, and submit the final Monthly Schedule Update submittal. The Monthly Schedule Update submittal, including Progress Payment submittal items, is due no later than three (3) days following this meeting. A complete Monthly Schedule Update submittal submitted after the 10th day of the month is subject to a \$100 per day deduction that shall occur no later than the next progress payment.
 5. Upon receipt and review of the Monthly Schedule Update submittal, if the Monthly Schedule Update indicates a late completion to a Contractual Milestone and/or Contract Time, a Monthly Schedule Review meeting shall occur to discuss issues related to late completion, possible revisions, and possible Recovery Schedule submittal and/or Time Impact Analysis methodology and deliverables. Such a meeting shall include the District Construction Manager, District Scheduler, and Contractor (Project Manager, Superintendent and Scheduler), and shall occur prior to the following Monthly Schedule Update submittal.
- B. Progress Payments: The District Construction Manager will provide an Application for Progress Payment form for the Contractor to submit with each Monthly Schedule Update
- C. Monthly Schedule Update:
1. Requirements: Unless directed in writing by the District Construction Manager, the Monthly Schedule Update shall not be used to delete activities, add activities, make title changes, or to make logic changes.
 - a. If the Contractor proposes to make activity additions/deletions and/or logic changes and/or duration changes within a Monthly Schedule Update, simultaneously submit two distinct CPM schedules:
 - 1) Monthly Schedule Update, showing progress in just-completed month, without proposed changes.
 - 2) Monthly Schedule Update, showing progress in just-completed month, with proposed changes. Provide detail in the Monthly Schedule Update Narrative why changes were caused and needed.
 2. Distribution: The Contractor must submit the Monthly Schedule Update package to the District Construction Manager before the District will process an Application for Progress Payment for each month.
 3. Other activities in Schedule: The only activities to be added to the Monthly Schedule Updates are the following:
 - a. Approved Time Impact Analysis.
 - b. Approved Weather Dates (one Activity per approved Weather Date).
 - 1) The original duration for the weather allowance activity shall be reduced each month by the number of approved weather days.

- c. Procurement Cycle re-submittals (i.e., Specification re-submittal after rejection, Specification re-submittal review).
4. Review: The District Construction Manager will either accept, accept with comments, or direct a revise-and-resubmit of the Monthly Schedule Update submittal. Allow seven (7) days for the District Construction Manager's review of the Monthly Schedule Update submittal.
 - a. Completeness of Submittal: The District may withhold up to 5 percent of the pre-retention progress payment if, in the District Construction Manager's opinion, the Contractor has failed to meet the Monthly Schedule Update submittal requirements.
 - b. Acceptance of the Monthly Schedule Update submittal by the District Construction Manager shall be a condition precedent to the processing of the subsequent Progress Payment.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, SCHEDULE CORRECTION

- A. Each month, address corrections to the schedule that were identified by the District Construction Manager during the review of the last Monthly Schedule Update. These corrections generally include, but are not limited to, correction of inaccurate or missing actual dates, correction of logic for activities being driven by the data date, incorrect percent complete, and out of sequence progress. The District Construction Manager reserves the right to require the Contractor adjust, add to, or clarify any portion of the schedule that may be considered insufficient to monitor the work. No additional compensation shall be provided for such adjustments, additions, or clarifications.
- B. If the Monthly Schedule Update submittal is rejected, the Contractor must individually respond to every correction and review comment received from the District Construction Manager in the re-submittal of the Monthly Schedule Update package.
- C. If the submittal is conditionally accepted with noted exceptions, respond to every correction and review comment via the next Monthly Schedule Update submittal. Failure of the Contractor to specifically respond to each of the District Construction Manager's previous review comments may result in rejection of the following submittal.

3.3 CONTRACTOR'S CONSTRUCTION SCHEDULE, LOOK AHEAD SCHEDULES

- A. Look Ahead Schedule: Prepare and submit a report indicating activities performed in the one week prior and two weeks following the day of week as determined by the District Construction Manager. Due to the District Construction Manager in electronic format no later than 24 hours before the start of each weekly progress meeting, the Look Ahead Schedule shall include the following:
 1. Columns on left hand side of report, indicating the following:
 - a. Activity number, corresponding to the same field in the CPM schedule.
 - 1) Potential or approved change orders shall be included as activities

with temporary activity identification numbers (for example, RFI or CCD number).

- b. Activity description, including work performed and location of work (for example, Install Footing Rebar at Building 700).
 - c. Responsibility.
2. Dates on the right-hand section of report, with marks noting the specific dates that activity was performed / will be performed for each of the look ahead activities. Note with "S" on days when an activity starts, "X" for an activity in-progress, and "F" for when an activity finishes.
 3. Generated in Microsoft Excel.
 4. Details shall include material and equipment deliveries, non-work days such as holidays, and approved weather days.
 5. Other information or formatting, at the discretion of the District Construction Manager.
 6. If a progress meeting is not held in a week, a Look Ahead Schedule is still due.
 7. The first Look Ahead Schedule is due no later than the day of the Preconstruction Conference.
- B. Look Ahead Schedule Corrections: Upon request from the District Construction Manager, submit a revised look ahead schedule if there are significant corrections to the look ahead schedule noted during the weekly progress meeting. The revised look ahead schedule is due no later than two (2) workdays after the request has been made by the District Construction Manager.

3.4 CONTRACTOR'S DAILY REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events relating to this Contract:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Count of personnel and hours worked at Project site by trade.
 4. Visitor(s) to the Project site.
 5. Major Equipment at Project site.
 6. Material and/or equipment deliveries.
 7. Work activities performed at Project site, including CPM schedule activity identification numbers. Include separate line items for any Time & Material, RFI, ASI, CCD, potential Change Order, or approved Change Order work.
 8. High and low temperatures and general weather conditions, including any precipitation totals.
 9. Site Conditions.
 10. Request for weather day, include CPM schedule activity identification number(s) and activity description(s) affected.
 11. Action(s) taken to prepare for anticipated upcoming weather event.
 12. Accidents and near-accidents.
 13. Meetings and significant decisions.
 14. Issues incurred or addressed.
 15. Unusual events.

16. Stoppages, delays, shortages, and losses.
 17. Meter readings and similar recordings.
 18. Emergency procedures.
 19. Orders and requests of authorities having jurisdiction.
 20. Change Orders received and implemented.
 21. Change Directives, Field Work Orders, or Architect's Supplemental Instructions received and implemented.
 22. Services connected and disconnected.
 23. Equipment or system tests and startups.
 24. Partial completions and occupancies.
 25. Substantial Completions authorized.
- B. Upon receipt, the District Construction Manager will review each Daily Report. If needed, corrections to Daily Reports may be required.
- C. Starting with the first day of construction activity or any activity on site, submit a separate and distinct Daily Report for each day. Daily Reports for the previous week are due no later than Monday of the following week. For example, the Daily Reports for Monday April 1st through Friday April 5th are due to the District Construction Manager no later than Monday April 8th.

3.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, RECOVERY SCHEDULE

- A. If Work progress or the sequencing of the Work activities differs from that indicated in the Baseline Schedule or previous Monthly Update Schedules, the District Construction Manager may direct the Contractor to submit a Recovery Schedule. The Contractor is required to prepare and submit a Recovery Schedule if the current monthly schedule update depicts negative float exceeding minimum thresholds set forth herein, or as otherwise deemed appropriate by the District Construction Manager.
1. The Contractor is required to prepare and submit a Recovery Schedule if the current monthly schedule update, during the first third (1/3) of the Contract Time, depicts negative float in excess of thirty (30) days.
 2. The Contractor is required to prepare and submit a Recovery Schedule if the current monthly schedule update, during the second third (1/3) of the Contract Time, depicts negative float in excess of twenty (20) days.
 3. The Contractor is required to prepare and submit a Recovery Schedule if the current monthly schedule update, during the final third (1/3) of the Contract Time, depicts negative float in excess of ten (10) days.
 4. Within fifteen (15) days of the District Construction Manager's direction, prepare and submit a Recovery Schedule to the District Construction Manager demonstrating the Contractor's plan to recover lost time, achieve all contractual milestones, and complete the work within the Contract Time. The District Construction Manager will review the Recovery Schedule and provide documented comments within ten (10) days. Appropriate recovery actions include, but are not limited to, assignments of additional labor or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities, or sequencing changes to increase activity concurrence. The accompanying narrative shall describe the cause of the problems and the actions planned by the Contractor to recover the schedule.

5. If the delay necessitating the Recovery Schedule is caused by the Contractor, all costs for recovery shall be borne by the Contractor.

3.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, TIME IMPACT ANALYSIS (TIA)

- A. Time Impact Analyses shall demonstrate the impacts of the delay to the Critical (Longest) Path, and shall be completed per the following:
 1. If the Contractor experienced what they consider to be an excusable delay to the Critical (Longest) Path and/or contractual milestone, submit a Time Impact Analysis within ten (10) days of the completion of the delay event.
 2. The District Construction Manager may also request a TIA within fourteen (14) days from the Contractor. The District Construction Manager's TIA request may be the result of viewing a monthly schedule update that indicates a late completion to the Critical (Longest) Path and/or contractual milestone, or some other event the District Construction Manager may consider to be a cause for a TIA.
 3. All efforts shall be made to rectify TIAs contemporaneously.
 4. Notes:
 - a. The Time Impact Analysis submittal shall consist of a CPM schedule sub-network (fragnet) derived by adding activities and relationships representing the delay into the first accepted Monthly Schedule Update after the finish of the delay event that impacted the Critical (Longest) Path and/or Contractual Milestone.
 - b. The TIA submittal should address the Critical (Longest) Path depicted in Monthly Schedule Updates. If the TIA is to address a Contractual Milestone that is not on the Critical (Longest) Path, the TIA should address the Critical activities related to the Contractual Milestone.
 - c. If the Contractor does not submit a complete Time Impact Analysis submittal within the timeframes noted herein, a deduction of \$150 per day shall be applied.
- B. Multiple issues are not to be combined into a single Time Impact Analysis submittal, and such TIAs that combine issues in a single TIA submittal shall be returned to the Contractor with a status of revise-and-resubmit.
- C. Include the following items with all Time Impact Analysis Request submittals:
 1. A fragnet where impacts to the critical path can be clearly viewed, with separate activities for each component of the Time Impact Analysis, breaking out activities by Responsible party (Contractor, Architect/Engineer, District, etc.), trade (Mechanical contractor, Concrete contractor, etc.), and site area (for example, parking lot, second floor staff restroom, library, etc.).
 2. A written narrative that notes the following:
 - a. The number of days requested.
 - b. A detailed description on the cause and effect of delay.
 - c. A detailed description of the Contractor's daily activities relating to the delay on each day during the delay period, as well as a description of the

- Contractor's diligence in mitigating the delay; the mere submittal of contractor/subcontractor daily reports does not satisfy this requirement.
- d. A list of additions, deletions and/or changes to activities, logic, and durations.
 3. All supporting backup documentation (for example, Requests for Information, Field Work Orders, Correspondence, Notice(s) of Delay, etc.).
 4. An electronic copy of the CPM schedule application file(s) used for the TIA.
- D. Allow ten (10) days after receipt of the Time Impact Analysis submittal for the District Construction Manager to accept or reject the request.
 - E. Do not incorporate any part of the Time Impact Analysis into the Monthly Schedule Update until the associated Change Order has been approved.
 - F. If a Time Impact Analysis submitted by the Contractor is rejected by the District Construction Manager, request a Meet and Confer with the District Construction Management Director within seven (7) days of rejection to discuss and resolve issues related to the request. If agreement is not reached, the Contractor will be allowed thirty (30) days from the receipt of a written decision from the District Construction Management Director following the Meet and Confer meeting to give notice.
 - G. Where the District Construction Manager has not rendered formal decision on the Contractor's Time Impact Analysis for adjustment of Contract Time, and the parties are unable to agree as to amount of adjustment to be reflected in the CPM Schedule, reflect that amount of time adjustment in the CPM Schedule as the District Construction Manager may accept as appropriate for the interim. It is understood and agreed that such interim acceptance by the District Construction Manager will not be binding and will be made only for purpose of continuing to schedule work, until such time as a formal decision as to an adjustment, if any, of the Contract Time or any Contractual Milestone dates acceptable to the District Construction Manager has been rendered.
 - H. The Contractor is responsible for all costs associated with the preparation of the Time Impact Analysis for inexcusable or concurrent delays. For critical path delays or delays to contractual milestones approved as excusable by the District, the Contractor will be paid up to a maximum fee of \$750.00 per Time Impact Analysis submittal, to be invoiced as a separate Change Order after incorporation into the accepted CPM schedule. A Time Impact Analysis request without merit will not be approved, and hence, not reimbursed.
 - I. If a forward-looking TIA that attempts to forecast estimated upcoming impact to the Critical Path and/or Contractual Milestone is required, immediately coordinate with the District Construction Manager to address such an issue.
- 3.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL
- A. Procedures: In addition to what is specified herein, comply with procedures contained in The Associated General Contractors of America's "Construction Planning & Scheduling Manual".

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

- B. Timely submissions of the schedules described in this Section are of great importance, and lack of or late receipt diminishes their value to the Project.
- C. Any CPM Schedule submittal item submitted after 3:00PM will be considered received on the following workday.

END OF SECTION 01 32 01

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**SECTION 01 33 00
SUBMITTAL 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 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 01 32 01 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Document Control Software: The District has implemented a computerized web-accessed document management and control system for the Project referred to herein as "Document Control Software." Use this system for all Project Submittals unless noted otherwise.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with Baseline Schedule.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL FORMATS

- A. Architect's Digital Dafta Files: Electronic digital data files of the Contract Drawings will not be provided by Architect 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal timing of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect 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'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 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect 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 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, District, or other parties is indicated, allow 10 days for initial review of each submittal.
 5. DSA review: Where submittal must be reviewed by DSA, allow 35 days for review of submittal.
- D. Options: Identify options requiring selection by Architect. Retain "Electronic Submittals" Paragraph below for all Projects. Generally, all submittals are to be made electronically using District's Document Control Software.
- E. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations.
- F. Electronic Submittals: Provide submittals via Email. Immediately notify Architect, District Construction Manager, Project Inspector, and Document Control Specialist of all submittals made.
- G. Paper Submittals: Provide paper submittal only where required by individual specification sections. Place a permanent label or title block on each submittal item for identification.
1. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling.
 2. Provide a space approximately 6 by 8 inches on permanent label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information:
 - a. Project name.
 - b. Date.
 - c. Transmittal Destination (To:).
 - d. Transmittal Source (From:).
 - e. Name of Architect.
 - f. Name of District Construction Manager.
 - g. Name of Contractor.
 - h. Name of firm or entity that prepared the submittal.
 - i. Names of subcontractor, manufacturer, and supplier.

- j. Unique submittal number, including revision identifier. Include Specification Section number with sequential identifier; and alphanumeric suffix for resubmittals.
 - k. Number and title of appropriate Specification Section.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Other necessary identification.
 - o. Remarks.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Resubmittals: Make resubmittals in same manner as initial submittal.
- 1. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
 - 2. For paper submittals, note date and content of previous submittal.
 - 3. For paper submittals, note date and content of revision in label or title block and clearly indicate extent of revision.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Furnish one copy of each final action submittal marked with approval notation from Architect's action stamp to Project Inspector.
- K. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Send electronic submittals as PDF electronic files via email to Architect and District
 - a. Architect will post annotated file and notify Contractor of posting.
 - 2. Action Submittals: For paper submittals, submit four paper copies of each submittal for District use and as many copies as Contractor wants returned for Contractor use.
 - 3. Informational Submittals: For paper submittals, submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.

4. 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.
- 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. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
 6. 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, unless submittal based on Architect's digital data drawing files is otherwise permitted.
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. Paper Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- 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: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. 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 District's property, are the property of Contractor.
 5. 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 sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
 6. 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 will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- 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. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. 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 architects and owners, and other information specified.
- G. 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 AWS forms. Include names of firms and personnel certified.
- H. 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.
- I. 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.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying

that material complies with requirements in the Contract Documents.

- L. 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.
 - M. Product Test Reports: Submit written reports indicating that 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.
 - N. 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. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
 - O. 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.
 - P. 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.
 - Q. Field Test Reports: Submit written 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.
 - R. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of applicable codes and regulations, and calculations, list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- 1.7 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.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file, and three 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.

1.8 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.
- B. 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.
 1. Architect will not review submittals that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and post review on Document Control Software. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 1. Approved as Submitted
 2. Approved, except as noted on drawing and/or attached sheets. Resubmission not required
 3. Approved except as noted on drawing. Refer to attached sheet. Resubmission required
 4. Will be returned by separate correspondence
 5. Disapproved. See comments on attached sheet
 6. Receipt acknowledged

- B. Informational Submittals: Architect will review each submittal and will post submittal review on Document Control Software only if it does not comply with requirements.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals received from sources other than Contractor will be returned by the Architect without action or may be discarded.
- F. Submittals not required by the Contract Documents will be returned by the Architect without action or may be discarded.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 73 00

EXECUTION

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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

- 1. Construction layout.
- 2. Field engineering and surveying.
- 3. Installation of the Work.
- 4. Cutting and patching.
- 5. Coordination of District-installed products.
- 6. Progress cleaning.
- 7. Starting and adjusting.
- 8. Protection of installed construction.
- 9. Correction of the Work.

- B. Related Requirements:

- 1. Section 01 10 00 "Summary" for limits on use of Project site.
- 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
- 3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of District-accepted deviations from indicated lines and levels, and final cleaning.
- 4. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 PREINSTALLATION MEETINGS**1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For land surveyor.
- B. Qualification Data: For franchise utility project manager.
- C. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- D. Cutting and Patching Notification: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- E. Landfill Receipts: Submit copies of waste hauler slips indicating the amount of waste hauled in tons and the amount of waste in tons diverted from landfill and recycled, composted or salvaged.
- F. Certified Surveys: Submit two copies signed by land surveyor.
- G. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.6 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in California and who is experienced in providing land-surveying services of the kind indicated.
- B. Franchise Utility Project Manager Qualifications: A qualified franchise utility project manager/coordinator with a minimum of 10 years' experience in project management with utility agencies (SDG&E, SBC Global, Cox Cable, Time Warner, etc.). Duties shall

include administering and coordinating all aspects of the administration of the franchise utility work including contractor self-performed work.

- C. 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 the District Construction Manager of locations and details of cutting and await directions from the District Construction Manager before proceeding. Shore, brace, and support structural elements 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. Operational elements include but are not limited to the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.
 - g. Control systems.
 - h. Communication systems.
 - i. Fire-detection and -alarm systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - l. Operating systems of special construction.
 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. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 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 the District Construction Manager's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

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. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site to District Construction Manager 10 days prior to start of work.
- B. 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.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to District that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. 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 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify the District Construction Manager promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify the District Construction Manager when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
 - D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
 - E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and project Inspector.
- 3.4 FIELD ENGINEERING
- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 1. Do not change or relocate existing benchmarks or control points without prior written approval of the District Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the District Construction Manager before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
 - B. Benchmarks: Establish and maintain a minimum of **two** permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
 - C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
 - D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - a. For utility lines, show, without limitation, elevations of drain/plumbing lines, plugged tees, capped ends, catch basins/drainage structures and the flow line elevations from these points.

3.5 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: Where possible, select tools or equipment that minimize production of excessive noise levels. 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.
- G. 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 the District Construction Manager.
 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.

- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, 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 in-place 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place 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.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to [**minimize**] [**prevent**] interruption to occupied areas.
- G. Cutting: Cut in-place 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 neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. 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. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. 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.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 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 in-place 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, prepare substrate and apply primer and intermediate paint coats appropriate for substrate 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 in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 3.7 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.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- 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. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- 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.

3.8 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.

3.9 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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

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**SECTION 01 77 00
CLOSEOUT 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 contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Prepare and submit Contractor's List of Incomplete Items (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by District. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain District signature for receipt of submittals.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to District's occupancy, use, operation, and maintenance.
- B. Procedures Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise District that site is ready for final changeover of permanent locks. District will make final changeover.
 2. Complete startup and testing of systems and equipment.
 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 4. Advise District of changeover in utility services.
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Complete final cleaning requirements.
 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of seven days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Project Inspector will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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, 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.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Submit pest-control final inspection report.
 4. Instruct District's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
 5. Complete commissioning requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of seven days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Project Inspector will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:

- a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.
4. Submit list of incomplete items in the following format:
- a. MS Excel electronic file.
 - b. PDF electronic file.
 - c. Three paper copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

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: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved, to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. 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.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on

- inspection.
- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- p. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

**SECTION 01 78 39
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.
- 3. Record Product Data.
- 4. Miscellaneous record submittals.

- B. Related Requirements:

- 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Submit one paper copy of marked-up record prints.
- B. Record Specifications: Submit one paper copy of marked-up record specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

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, depicting the current status of the Work.
 - 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.
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, Construction Change Directive, or Field Work Order.
 - 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.
 - o. Changes made by responses to Requests for Information (RFI's).
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.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Note related Change Orders where applicable.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes.
- 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. Note related Change Orders where applicable.

1.7 RECORDING AND MAINTENANCE

- A. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do 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, Project Inspector's, and District Construction Manager's reference during normal working hours.
- B. Review Record Documents weekly with Project Inspector. Indicate to Project Inspector the items incorporated in Project Record Documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

**SECTION 02 41 19
SELECTIVE DEMOLITION**

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. Demolition and removal of selected portions of building or structure.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for use of the premises, phasing requirements, interim housing considerations, coordination with occupants, etc.
 - 2. Section 01 32 01 "Construction Progress Documentation".
 - 3. Section 01 74 19 "Construction Waste Management and Disposal".
 - 4. Section 01 73 00 "Execution" for cutting and patching procedures.
 - 5. Section 02 84 33 "Removal and Disposal of Universal Waste and PCB".

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the District that may be uncovered during demolition remain the property of the District.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to the District.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

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 FIELD CONDITIONS

- A. The District will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so the District operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.
- C. Notify the Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. 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.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with the District operations.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI / ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by the District. The District does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. 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.
 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

- D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
- E. 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 District Construction Manager.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings 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 and leave in place.
 - 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 the District.
 - 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 and leave in place.
- 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.4 PROTECTION

- A. Temporary Protection: 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 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch and portable fire-suppression devices during and for at least 4 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- B. 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.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to the District.
 4. Transport items to the District storage area designated by District.
 5. Protect items from damage during transport and storage.
- D. 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.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by District Construction Manager, 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.
- 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
- A. 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.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI (Resilient Floor Covering Institute).

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 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 01 74 19 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.8 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 02 41 19

**SECTION 05 40 00
COLD-FORMED 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. Interior non-load-bearing wall framing.
 - 2. Soffit framing.
- B. Related Requirements:
 - 1. Section 05 50 00 "Metal Fabrications" for masonry shelf angles and connections.
 - 2. Section 06 10 00 "Rough Carpentry" for subflooring, wall sheathing, or roof sheathing using wood-based structural-use panels.
 - 3. Section 09 21 16.23 "Gypsum Board Shaft Wall Assemblies" for interior non-load-bearing, metal-stud-framed, shaft-wall assemblies.
 - 4. Section 09 22 16 "Non-Structural Metal Framing" for interior non-load-bearing, metal-stud framing and ceiling-suspension assemblies.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cold-formed steel framing product and accessory.
- B. Shop Drawings:
 - 1. Include layout, spacing, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
 - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.

- C. Mill certificates signed by steel sheet producer or test reports from a qualified independent testing agency indicating steel sheet complies with requirements. Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency.
 - 1. Steel sheet.
 - 2. Expansion anchors.
 - 3. Power-actuated anchors.
 - 4. Mechanical fasteners.
 - 5. Vertical deflection clips.
 - 6. Horizontal drift deflection clips
 - 7. Miscellaneous structural clips and accessories.
- D. Research Reports: For non-standard cold-formed steel framing, from ICC-ES.

1.5 QUALITY ASSURANCE

- A. Product Tests: Mill certificates or data from a qualified independent testing agency, or in-house testing with calibrated test equipment indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
- C. Comply with AISI S230 "Standard for Cold-Formed Steel Framing - Prescriptive Method for One and Two Family Dwellings."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. CEMCO; California Expanded Metal Products Co.
 - 2. ClarkDietrich Building Systems.
 - 3. United Metal Products, Inc.

4. Or Equal.

2.2 PERFORMANCE REQUIREMENTS

- A. AISI Specifications and Standards: Unless more stringent requirements are indicated, comply with AISI S100 and AISI S200.
- 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's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.3 INTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
 1. Minimum Base-Metal Thickness: As indicated.
 2. Flange Width: As indicated.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
 1. Minimum Base-Metal Thickness: As indicated.
 2. Flange Width: As indicated.
- C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:
 1. Deflection track flange is usually designed to be thicker than corresponding studs to resist transverse loading. Coordinate flange width with deflection of primary structure to ensure that structure does not bear on framing.
 2. Minimum Base-Metal Thickness: As indicated.
 3. Flange Width: As indicated.
- D. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

2.4 SOFFIT FRAMING

- A. Exterior Soffit Frame: Manufacturer's standard C-shaped steel sections, of web depths indicated, with stiffened flanges, and as follows:
 1. Minimum Base-Metal Thickness: Match existing.

2. Flange Width: Match existing.

2.5 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 1. Supplementary framing.
 2. Bracing, bridging, and solid blocking.
 3. Web stiffeners.
 4. Anchor clips.
 5. End clips.
 6. Foundation clips.
 7. Gusset plates.
 8. Stud kickers and knee braces.
 9. Joist hangers and end closures.
 10. Hole reinforcing plates.
 11. Backer plates.

2.6 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with allowable load capacities calculated according to ICC-ES AC70, greater than or equal to the design load, as determined by testing per ASTM E 1190 conducted by a qualified testing agency.
- C. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- D. Welding Electrodes: Comply with AWS standards.

2.7 MISCELLANEOUS MATERIALS

- A. Shims: Load bearing, high-density multimonomer plastic, and nonleaching; or of cold-formed steel of same grade and coating as framing members supported by shims.
- B. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

2.8 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
 - 1. Fabricate framing assemblies using jigs or templates.
 - 2. Cut framing members by sawing or shearing; do not torch cut.
 - 3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by no fewer than three exposed screw threads.
 - 4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
 - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 - 2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Before sprayed fire-resistive materials are applied, attach continuous angles, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.
- B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed framing without reducing thickness of fire-resistive materials below that are required to obtain fire-resistance rating indicated. Protect remaining fire-resistive materials from damage.
- C. Install load bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch to ensure a uniform bearing surface on supporting concrete or masonry construction.
- D. Install sealer gaskets at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed steel framing according to AISI S200 and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
 - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch.
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
 - 1. Cut framing members by sawing or shearing; do not torch cut.
 - 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.

- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.
- H. Install insulation, specified in Section 07 21 00 "Thermal Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.
- J. Erection Tolerances: Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
 - 1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.4 INTERIOR NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs as follows:
 - 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
 - 1. Install single deep-leg deflection tracks and anchor to building structure.
 - 2. Install double deep-leg deflection tracks and anchor outer track to building structure.
 - 3. Connect drift clips to cold-formed metal framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows as indicated but not more than 48 inches apart. Fasten at each stud intersection.
 - 1. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 18 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.

- a. Install solid blocking at 96-inch centers.
 - 2. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
 - 3. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
 - 4. Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

3.5 FIELD QUALITY CONTROL

- A. Testing: The District will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Remove and replace work where test results indicate that it does not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 40 00

**SECTION 09 29 00
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.
 - 2. Texture finishes.
- B. Related Requirements:
 - 1. Section 09 21 16.23 "Gypsum Board Shaft Wall Assemblies" for metal shaft-wall framing, gypsum shaft liners, and other components of shaft-wall assemblies.
 - 2. Section 09 22 16 "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.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 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 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.

2.2 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. National Gypsum Company.
 - b. PABCO Gypsum.
 - c. United States Gypsum Company.
 - d. Or equal.
 - 2. Thickness: 5/8 inch.
 - 3. Long Edges: Tapered

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Tile Backing Panels: As recommended by panel manufacturer.
- 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, 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 drying-type, all-purpose compound.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use 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. 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 thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Isolation Strip at Exterior Walls:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
- D. Acoustical 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. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hilti, Inc.
 - b. Pecora Corporation.
 - c. United States Gypsum Company.
 - d. Or equal.

2.6 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Textured finish to match existing.

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 panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. 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.
- D. Form control and expansion joints with space between edges of adjoining gypsum panels.
- E. 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. 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-wide joints to install sealant.
- F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural

abutments. Provide 1/4- to 1/2-inch-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.

- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. 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.
- I. 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. Wallboard Type: Vertical surfaces unless otherwise indicated.
- B. Single-Layer Application:
 - 1. On partitions/walls, apply gypsum panels horizontally 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.
 - 2. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

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 unless otherwise indicated.
 - 2. LC-Bead: Use at exposed panel edges.

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, 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: Where indicated on Drawings.
 - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.6 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns. Match Existing texture.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

3.7 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.

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

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**SECTION 09 51 23
ACOUSTICAL TILE 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:
 - 1. Acoustical tiles for interior ceilings.
 - 2. Direct attachment of tiles to substrates with adhesive.
- B. Related Requirements:
 - 1. Section 07 92 19 "Acoustical Joint Sealants".
 - 2. Section 09 51 13 "Acoustical Panel Ceilings" for ceilings consisting of mineral-base acoustical panels and exposed suspension systems.
 - 3. Section 09 51 23.13 "Acoustical Tile Restoration".

1.3 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-in size.
- C. Samples for Initial Selection: For components with factory-applied color finishes.

1.4 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. Size and location of initial access modules for acoustical tile.
 - 2. 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.

3. Minimum Drawing Scale: 1/4 inch = 1 foot.

- B. Qualification Data: For testing agency.
- C. Evaluation Reports: For each acoustical tile ceiling suspension system and anchor and fastener type, from ICC-ES.
- D. Product Test Reports: For each acoustical tile ceiling, for tests performed by a qualified testing agency.
- E. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles and accessories to Project site in original, unopened packages 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 tiles, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations:

1. Suspended Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.
2. Directly Attached Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile 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: 0-25; Comply with ASTM E 1264 for Class A materials.
 2. Smoke-Developed Index: 450 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's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.3 ACOUSTICAL TILES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Armstrong World Industries, Inc.
 2. CertainTeed Corporation.
 3. United States Gypsum Company.
 4. Or Equal.
- B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectance unless otherwise indicated.
- C. Classification: Provide tiles complying with ASTM E 1264 for type, form, and pattern as follows:
 1. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
- D. Color: Match existing
- E. Light Reflectance (LR): Not less than 0.80.
- F. Noise Reduction Coefficient (NRC): Not less than 0.55.
- G. Ceiling Attenuation Class (CAC): Not less than 35.
- H. Edge/Joint Detail: Match existing.
- I. Thickness: Match existing.

- J. Modular Size: Match existing.
- 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 EDGE MOLDINGS AND TRIM

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corporation.
 - 3. United States Gypsum Company.
 - 4. Or Equal.
- 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.
 - 1. Provide manufacturer's standard edge moldings that fit acoustical tile edge.
 - 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.5 ACOUSTICAL SEALANT

- A. Acoustical Sealant: As specified in Section 07 92 19 "Acoustical Joint Sealants".

2.6 MISCELLANEOUS MATERIALS.

- A. Acoustical Tile Adhesive: Type recommended by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Testing Substrates: Before installing adhesively applied tiles on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders, and comply with layout shown on reflected ceiling plans.
- C. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF DIRECTLY ATTACHED ACOUSTICAL TILE CEILINGS

- A. Adhesive Installation: Install acoustical tile by bonding to substrate, using amount of acoustical tile adhesive and procedure recommended in writing by tile manufacturer and as follows:
 - 1. Prime ceiling according to CISCA's "Ceiling Systems Handbook."
 - 2. Remove loose dust from backs of tiles by brushing.
 - 3. Install splines in joints between tiles; maintain level of bottom surface of tiles to a tolerance of 1/8 inch in 12 feet and not exceeding 1/4 inch cumulatively.
 - 4. Maintain tight butt joints, aligned in both directions and coordinated with ceiling fixtures.
- B. Install edge moldings and trim of type indicated at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical units.
- C. Arrange directionally patterned acoustical tiles as follows:
 - 1. As indicated on reflected ceiling plans.
 - 2. Install tiles with pattern running in one direction parallel to long axis of space.

3.4 ERECTION TOLERANCES

- A. Directly Attached Ceilings: Install bottom surface of tiles to a tolerance of 1/8 inch in 12 feet and not exceeding 1/4 inch (6 mm) cumulatively.
- 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 non-cumulative.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim, edge moldings, tiles, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

- B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 23

**SECTION 09 65 13
RESILIENT BASE AND 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. Rubber base.
 - 2. Rubber molding accessories.
- B. Related Requirements:
 - 1. Section 02 41 19 "Selective Demolition" for removing existing floor coverings.
 - 2. Section 09 65 19 "Resilient Tile Flooring"

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.
- C. Product Schedule: For resilient base and accessory products, match existing.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS**2.1 RUBBER BASE**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
 - 2. Flexco.
 - 3. Roppe Corporation, USA.
 - 4. Or Equal.
- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 - 1. Style and Location:
 - a. Style A, Straight: Match existing.
 - b. Style B, Cove: Match existing.
- C. Thickness: 0.125 inch.
- D. Height: Match existing height.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors: Match existing color.

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
 - 1. VOC Content: Adhesives shall comply with the testing and product requirements of jurisdiction having authority "Architectural Coatings" and Rule 67.21 "Adhesive Material Application Operations."
- C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Metal Edge Strips: Extruded aluminum with mill finish, nominal 2 inches wide, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.
- E. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient stair-tread manufacturer.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Exterior Corners: Install preformed exterior corners before installing straight pieces.
- H. Job-Formed Inside Corners:
 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Miter corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

1. Remove adhesive and other blemishes from exposed surfaces.
 2. Sweep and vacuum horizontal surfaces thoroughly.
 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 09 65 13

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**SECTION 09 65 16
RESILIENT SHEET FLOORING**

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 vinyl sheet flooring.
- B. Related Requirements:
 - 1. Section 02 41 19 "Selective Demolition" for removing existing floor coverings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency.
- B. Shop Drawings: For each type of resilient sheet flooring.
 - 1. Include sheet flooring layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
 - 3. Show edge accessory details.
- C. Samples: For each exposed product and for each color, texture, and pattern specified in manufacturer's standard size, but not less than 6-by-9-inch sections.
 - 1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.
- D. Welded-Seam Samples: For seamless-installation technique indicated and for each resilient sheet flooring product, color, and pattern required; with seam running lengthwise and in center of 6" square sample applied to a rigid backing and prepared by Installer for this Project.
- E. Product Schedule: For resilient sheet flooring. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors for this Project who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.
- B. District will have concrete floor slab moisture content tests performed by an independent laboratory. District will submit copies of the test results to the Architect, Project Inspector, and Contractor prior to the installation of resilient sheet flooring. If remedial action is indicated, perform in accordance with Section 09 05 61.13 "Moisture Vapor Emission Control" prior to the installation of resilient sheet flooring.

1.7 WARRANTY

- A. Manufacturer's Warranty: Submit manufacturer's standard warranty document.
 - 1. Warranty Period: Five (5) year limited warranty commencing on Date of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 85 deg F, in spaces to receive resilient sheet flooring during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.

- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Do not install resilient sheet flooring over concrete slabs until slabs have cured, are sufficiently dry to bond with adhesive, and have pH range recommended by sheet flooring manufacturer.
- D. Close spaces to traffic during resilient sheet flooring installation.
- E. Close spaces to traffic for 48 hours after resilient sheet flooring installation.
- F. Install resilient sheet flooring after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For resilient sheet flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class 1, not less than 0.45 W/sq. cm according to NFPA 253.
 - 2. Smoke Density: Not more than 450 according to ASTM E 662.
- B. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and CBC Section 11B-302.1.

2.2 VINYL SHEET FLOORING WITH BACKING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. Congoleum Corporation.
 - 3. Forbo Industries, Inc.
 - 4. Or equal.
- B. Product Standard: ASTM F 1303.
 - 1. Type (Binder Content): Type I, minimum binder content of 90 percent.
 - 2. Wear-Layer Thickness: Grade 1.
 - 3. Overall Thickness: 2.5 mm
 - 4. Interlayer Material: Glass-Fiber
 - 5. Backing Class: Class A (fibrous).

- C. Wearing Surface: Smooth with embedded abrasives.
- D. Sheet Width: As standard with manufacturer.
- E. Seamless-Installation Method: Heat welded.
- F. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.
- C. Seamless-Installation Accessories:
 - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
 - a. Colors: As selected by Architect from manufacturer's full range to contrast with flooring.
- D. Integral-Flash-Cove-Base Accessories:
 - 1. Cove Strip: 1-inch radius provided or approved by resilient sheet flooring manufacturer.
 - 2. Cap Strip: rubber cap provided or approved by resilient sheet flooring manufacturer.
 - 3. Corners: Metal inside and outside corners and end stops provided or approved by resilient sheet flooring manufacturer.
- E. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient sheet flooring manufacturer.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient sheet flooring until it is the same temperature as the space where it is to be installed.
 - 1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

3.3 RESILIENT SHEET FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.
- C. Lay out resilient sheet flooring as follows:
 - 1. Maintain uniformity of flooring direction.
 - 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in flooring substrates.
 - 3. Match edges of flooring for color shading at seams.
 - 4. Avoid cross seams.
- D. Scribe and cut resilient sheet flooring to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, and door frames. Where demountable partitions or other items are indicated for installation on top of resilient sheet flooring, install resilient sheet flooring before installing these items.
- E. Extend resilient sheet flooring into toe spaces, accessible cabinets open to the floor, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install resilient sheet flooring on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of flooring installed on covers and adjoining flooring. Tightly adhere flooring edges to substrates that abut covers and to cover perimeters.
- H. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and

puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

- I. Provide Seamless Installation:
 - 1. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and heat weld with welding bead to fuse sections permanently into a seamless flooring installation. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.
- J. Integral-Flash-Cove Base: Cove resilient sheet flooring 4 inches up vertical surfaces. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.
 - 1. Install metal corners at inside and outside corners.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.
- B. Perform the following operations immediately after completing resilient sheet flooring installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient sheet flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from flooring surfaces before applying liquid floor polish.
 - 1. Apply two Coat(s).
- E. Cover resilient sheet flooring until Substantial Completion.

END OF SECTION 09 65 16

**SECTION 09 91 23
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. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Gypsum board.
 - 3. Spray-textured ceilings.
- B. Related Requirements:
 - 1. Section 02 83 33 "Removal and Disposal of Material Containing Lead".
 - 2. Section 09 91 13 "Exterior Painting".

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Indicate VOC content.
- D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches 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.
- E. Product List: Cross-reference to paint system and locations of application areas. Use same as existing. Include color designations.

1.4 QUALITY ASSURANCE

- A. Paint Contractor shall have a minimum of five years documented experience in application of paints and coatings specified. Contractor shall maintain qualified painting crews during entire painting process.
- B. Regardless of selected paint manufacturer, Contractor is to provide exact color and gloss to match Architect's selection at no additional cost.

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 FIELD 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. Do not provide any extra materials.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Dunn-Edwards Paints.
 - 2. Sherwin-Williams Company (The).
 - 3. Vista Paint Corporation.
 - 4. Or equal.

2.2 PAINT, GENERAL

- A. 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 topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range.
- C. Material Quality: Provide manufacturer's best quality paint material of the various types specified that are factory formulated and recommended by manufacturer for application indicated. Use only paint material containers displaying manufacturer's product identification.
- D. Regulatory Requirements: Coatings shall comply with the testing and product requirements of San Diego Air Pollution Control District Rule 67.0 "Architectural Coatings."

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: District reserves the right to invoke the following procedure:
1. District will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint 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. District 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.

2.4 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler:
1. Dunn-Edwards Paints; SBSL00 Smooth Bloc-Fil Select.
 2. Sherwin-Williams Company; B25W25 Block Filler.
 3. Vista Paint Corporation; 40 Block Kote.
 4. Or equal.

2.5 PRIMERS/SEALERS

- A. Interior Latex Primer/Sealer for gypsum board:

1. Dunn-Edwards Paints; VNSL00 Vinylastic Select.
2. Sherwin-Williams Company; ProMar 200 Zero VOC Primer, B28W2600.
3. Vista Paint Corporation; 5000 V-Pro Primer.
4. Or equal.

B. Interior Latex Primer/Sealer for concrete, plaster and porous surfaces:

1. Dunn-Edwards Paints; UGPR00 Ultra-Grip Premium.
2. Sherwin-Williams Company; Prep Rite ProBlock B51W8020.
3. Vista Paint Corporation; 4000 Uniprime.
4. Or equal.

C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

2.6 ACRYLIC LATEX PAINTS

A. Interior Acrylic Latex (Flat):

1. Dunn-Edwards Paints; SZRO10 Sparta Zero Flat.
2. Sherwin-Williams Company; ProMar 200 Zero VOC Flat B30W2600.
3. Vista Paint Corporation; 8100 Carefree.
4. Or equal.

B. Interior Acrylic Latex (Eggshell):

1. Dunn-Edwards Paints; SWLL30 Sparta Wall Eggshell.
2. Sherwin-Williams Company; ProMar 200 Zero VOC Eggshell B20W2600.
3. Vista Paint Corporation; 8300 Carefree.
4. Or equal.

C. Interior Acrylic Latex (Low Sheen):

1. Dunn-Edwards Paints; SWLL40 Sparta Wall Low Sheen.
2. Sherwin-Williams Company; Solo Acrylic Eggshell A 75 Series.
3. Vista Paint Corporation; 8200 Carefree Velvasheen.
4. Or equal.

D. Interior Acrylic Latex (Semigloss):

1. Dunn-Edwards Paints; SWLL50 Sparta Wall Semi Gloss.
2. Sherwin-Williams Company; Solo Acrylic Semigloss A 76 Series.
3. Vista Paint Corporation; 8400 Carefree.
4. Or equal.

E. Interior Acrylic Latex (Gloss):

1. Dunn-Edwards Paints; W6220E Versa Gloss.
2. Sherwin-Williams Company; Solo Acrylic Gloss A 77 Series.

3. Vista Paint Corporation; 8500 Carefree.
 4. Or equal.
- F. Institutional Low-Odor/VOC Latex (Flat):
1. Dunn-Edwards Paints; SZRO10 Sparta Zero Flat.
 2. Sherwin-Williams Company; ProMar 200 Zero VOC Flat B30-2600.
 3. Vista Paint Corporation; 5100 V-Pro Flat.
 4. Or equal.
- G. Institutional Low-Odor/VOC Latex (Eggshell):
1. Dunn-Edwards Paints; SZRO30 Sparta Zero Eggshell.
 2. Sherwin-Williams Company; ProMar 200 Zero VOC Eggshell B20-2600.
 3. Vista Paint Corporation; 5300 V-Pro Eggshell.
 4. Or equal.
- H. Institutional Low-Odor/VOC Latex (Semigloss):
1. Dunn-Edwards Paints; SZRO50 Sparta Zero Semi Gloss.
 2. Sherwin-Williams Company; ProMar 200 Zero VOC Semigloss B31-2600.
 3. Vista Paint Corporation; 5400 V-Pro Semi-gloss.
 4. Or equal.

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 Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
 2. Fiber-Cement Board: 12 percent.
 3. Masonry (Clay and CMUs): 12 percent.
 4. Wood: 15 percent.
 5. Gypsum Board: 12 percent.
 6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and 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.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat 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, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 2.
 - 2. SSPC-SP 3.
 - 3. SSPC-SP 11.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue, per SSPC-SP1, from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- I. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

- J. Spray-Textured Ceiling Substrates: Do not begin paint application until surfaces are dry.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - i. Mechanical equipment that is indicated to have factory-primed finish for field painting.
 - j. Electrical equipment that is indicated to have a factory-primed finish for field painting.
 - 2. Paint the following work where exposed in occupied spaces:

- a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: District may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

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, Nontraffic Surfaces:
1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Interior Latex Primer/Sealer for concrete, plaster and porous

- surfaces.
 - b. Intermediate Coat: Interior Acrylic Latex.
 - c. Topcoat: Interior Acrylic Latex, eggshell.
2. Water-Based Clear Sealer System:
- a. Prime Coat: Interior/Exterior clear concrete floor sealer (water based).
 - b. Topcoat: Interior/Exterior clear concrete floor sealer (water based).
- B. Galvanized-Metal and Non-Ferrous Substrates:
1. Latex System:
- a. Pretreatment: Non-Ferrous Metal Pretreatment.
 - b. Prime Coat: Acrylic Non-Ferrous Metal Primer.
 - c. Topcoat: Two coats of Interior Acrylic Latex, eggshell.
- C. Spray-Textured Ceiling Substrates:
1. Latex, (Flat) System:
- a. Prime Coat: Interior Latex Primer/Sealer appropriate for surface.
 - b. Topcoat: Latex Dry Fog/Fall.
- D. Gypsum Board Substrates:
1. Institutional Low-Odor/VOC Latex System:
- a. Prime Coat: Interior Latex Primer/Sealer for gypsum board.
 - b. Intermediate Coat: Interior Acrylic Latex.
 - c. Top Coat: Interior Acrylic Latex, eggshell.

END OF SECTION 09 91 23

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SECTION 230500**BASIC HVAC REQUIREMENTS, MATERIALS AND METHODS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including general and supplementary conditions, Divisions 01 and all other Division 23 specification sections, apply to this section.
- B. Where contradictions occur between this Section and Division 01, and between contract specifications and drawings, the most stringent of the two shall apply. The Owner's Representative shall decide which is most stringent
- C. Provisions of this Section shall also apply to all Division 23 work.

1.2 DEFINITIONS

- A. The definitions of Division 01 and the General Conditions of the Specification also apply to the Division 23 contract.
- B. "Contract Documents" constitute the drawings, specifications, general conditions, project manuals, etc., prepared by engineer (or other design professional in association with Engineer) for contractor's bid or contractor's negotiations with the Owner. The Division 23 drawings and specifications prepared by the Engineer are not Construction Documents.
- C. "Construction Documents", "construction drawings", and similar terms for Division 23 work refer to installation diagrams, shop drawings and coordination drawings prepared by the contractor using the design intent indicated on the Engineer's contract documents. These specifications detail the contractor's responsibility for "Engineering by Contractor" and for preparation of construction documents.
- D. "(N)" indicates "new" equipment to be provided under this contract.
- E. "(E)" indicates "existing" equipment on site which may or may not need to be relocated as part of this work.
- F. "(R)" indicates existing equipment to be relocated as part of this work.
- G. "Furnish" means to "supply" and usually refers to an item of equipment.
- H. "Install" means to "set in place, connect and place in full operational order".
- I. "Provide" means to "furnish and install".
- J. "Equal" or "Equivalent" means "meets the specifications of the referenced product or item in all significant aspects". Significant aspects shall be as determined by the Owner's Representative.

- K. "Work by other(s) divisions", "re: _____ Division", and similar expressions means work to be performed under the contract documents, but not necessarily under the division or section of the work on which the note appears. It is the contractors' sole responsibility to coordinate the work of the contract between his/her suppliers, subcontractors and employees. If clarification is required, consult Owner's Representative before submitting bid.
- L. By inference, any reference to a "contractor" or "sub-contractor" means the entity, which has contracted with the Owner for the work of the Contract Documents.
- M. "Engineer" means the design professional firm, which has preferred these contract documents. All questions, submittals, etc. of this division shall be routed to the Engineer (through proper contractual channels).

1.3 COORDINATION WITHIN DIVISION 23**A. Contract Documents:**

- 1. General: The Contract Documents are diagrammatic showing certain physical relationships, which must be established within Division 23 work and its interface with other work. Such establishment is the exclusive responsibility of the Contractor. Drawings shall not be scaled for the purpose of establishing dimensions, clearances or material quantities.
- 2. Supplemental Instructions: The exact location for some items in this Specification may not be shown on the Drawings. The location of such items may be established by the Owner's Representative during the progress of the work.
- 3. Discrepancies:
 - a. Examine Drawings and Specifications of all Divisions of the work.
 - b. Report any discrepancies to the Owner's Representative and obtain written instructions before proceeding.
 - c. Should there be a conflict within or between the Specifications or Drawings, the most stringent or higher quality requirements shall apply.
 - d. Items called for either in the Specifications or on the Drawings shall be required as if called for in both.
- 4. Constructability:
 - a. Examine Drawings and Specifications of all Divisions of the work.
 - b. Report any issues to the Owner's Representative which may prevent installation of Division 23 work in accordance with the Contract Documents and the original construction contract.

B. Contractor shall be responsible for providing proper documentation of equipment product data and shop drawings to all entities providing service. This coordination shall include, but not be limited to the following:

- 1. Section 230900, INSTRUMENTATION AND CONTROL FOR HVAC and Section 230593, HVAC TESTING, ADJUSTING AND BALANCING, Contractors shall be provided with equipment product data and shop drawings as appropriate from other Division 23 and Division 26 and 28, contractors, and shall furnish the same information about control devices (such as valves, test wells, etc.) to the appropriate Division 23 contractor.

- C. Coordination Drawings: Prepare coordination drawings in accordance with Division 01, Section "Submittals" to scale of 1/4" = 1'-0" or larger, detailing major elements, components, and systems of HVAC equipment (i.e. equipment rooms, and exterior equipment areas) and materials in relationship with other system, installations, and building components. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important to the efficient flow of the work, including (but not necessarily limited to) the following:
1. Indicate all major piping (HVAC, Plumbing and Fire Suppression), electrical equipment and conduits, structural, and architectural elements in these areas as well.
 2. Sizes and locations of required concrete pads, piers, curbs, and bases.
 3. Provide all necessary sections and elements for clarification.
 4. Indicate all seismic restraint and support systems to be used for all HVAC equipment throughout the project.
 5. Ductwork and piping transitions from rooftop units to shafts or horizontal ducts.
 6. Failure to produce or submit coordination drawings does not dismiss the Contractor's responsibility for translating the design intent of the Contract Documents into Construction Drawings.
- D. CAD Drawings: For the purposes of facilitating the Contractor's shop drawings and record drawings, electronic AutoCAD drawings are available for from the Engineer to the awarded Contractor. Coordinate with Owner's Representative.
- E. Existing Conditions:
1. Before submitting proposals for this work, each Bidder shall be familiar with plans and specifications and shall have examined the premises and understood the conditions under which he/she will be obliged to operate in performing his/her contract.
 2. No allowance will be made subsequently in this connection, on behalf of the Contractor, for any error through negligence on his/her part.
 3. Drawings of existing conditions may be available. Contractor is strongly encouraged to obtain relevant drawings to assist in his/her performance of the contract.
- F. Utility Connections:
1. Coordinate the connection of HVAC system with utilities and services.
 2. Comply with regulations of utility suppliers.
 3. The contract documents indicate the available information on existing utilities and services, and on new services (if any) to be provided to the project by utility companies and agencies.
 - a. Notify the Owner's Representative immediately if discrepancies are found.
 4. Coordinate HVAC utility interruptions four weeks in advance in writing with the Owner's Representative and the Utility Company with daily updates to Owner's representative once interruptions begin.
 - a. Plan work so that duration of the interruption is kept to a minimum.

1.4 COORDINATION WITH OTHER DIVISIONS

- A. General:
 - 1. Coordinate the Division 23 work with the progress of the work of the other trades.
 - 2. Complete the entire installation as soon as the condition of the building will permit.
 - 3. Contractor is responsible for coordination of his/her work with Owner's facility staff engaged in building automation, commissioning of systems, fire alarm system, etc.
- B. Coordination with electrical work: Refer to Division 26.
- C. Cutting and Patching: Refer to Section 230501, BASIC HVAC MATERIALS AND METHODS.
- D. Chases, Inserts and Openings:
 - 1. Provide measurements, drawings, and layouts so that opening, inserts and chases in new construction can be built and coordinated as construction progresses.
 - 2. Check sizes and locations of openings provided.
 - 3. Any cutting and patching made necessary by failure to provide measurements, drawings, and layouts at the proper time shall be done at no additional cost to the Owner.
- E. Support Dimensions: Provide dimensions and drawings so that concrete bases and other equipment supports to be provided under other Sections of the Specifications can be built at the proper time.

1.5 COORDINATION WITH EXISTING OCCUPIED AREAS

- A. Minimize disruptions to operation of existing HVAC systems in occupied areas.
- B. Coordinate any required disruptions with the Owner's Representative, two weeks in advance, in writing with daily updates to Owner Representative once disruptions begin.
- C. Provide temporary connections to prevent long disruptions.

1.6 DEMOLITION AND WORK IN EXISTING AREA

- A. Remove existing equipment and materials as required.
- B. Verify the size and location of all existing services and utility lines prior to connection. The drawings show diagrammatically the approximate location of utilities where information is available, but the drawings are not exact as to quantity, extent or location. Exercise extreme caution during all phases of the work to locate, identify and protect existing services and utilities. Record the location of, and repair damage as required to existing services and utilities which are encountered as a result of work under this contract.
- C. Do work in a manner which will not cause inconvenience or danger to the occupants of the building, nor interfere with the other occupants; activities.
- D. Make all necessary alterations and additions to connect the existing with the new work so that when the work is complete, it will be in satisfactory operable condition. Provide all cutting and patching including concrete saw cutting and core drilling as required. Obtain

approval from the structural engineer prior to performing concrete saw cutting or core drilling operations.

- E. All equipment and materials removed shall be legally disposed of off-site, unless otherwise noted.

1.7 REGULATORY REQUIREMENTS

A. General:

1. Regulatory Compliance: Work performed under this Division shall comply with the latest currently adopted editions of Codes and Regulations including, but not limited to those listed below.
2. Minimum Requirements: The requirements of the Drawings and Specifications are the minimum that will be allowed, unless such requirements are exceeded by applicable codes or Regulations, in which case the Code or Regulation requirement shall govern.
3. Code Changes: Should a code change occur between time of proposal and date of permit issue, and the Contractor has unnecessarily delayed the acquisition of permits, the contractor shall hold the Owner free from additional expense resulting from such Code change.

B. Codes: Comply With the Currently Adopted (At Time of Contract Award) Following Codes:

1. California Codes of Regulations, (CCR), Title 24, Latest Edition.
2. California Building Code (CBC), Latest Edition.
3. California Mechanical Code (CMC), Latest Edition.
4. California Plumbing Code (CPC), Latest Edition.
5. California Electric Code (CEC), Latest Edition.
6. California Fire Code (CFC), Latest Edition.
7. National Electric Code (NEC), Latest Edition.
8. California Energy Commission, Title 24.
9. State Elevator Safety Regulations (SESR).
10. National Fire Protection Association NFPA-101, Life Safety Code, Latest Edition for JCAHO accreditation.
11. Occupational Safety and Health Administration Regulations and Requirements (OSHA).
12. California Occupational Safety and Health Administration Regulations and Requirements (CAL-OSHA).
13. South Coast Air Quality Management District Regulations and Requirements (SCAQMD).
14. American Disability Act Regulations and Requirements (ADA).
15. State of California Water Resources Control

C. Comply With the Latest Editions of Applicable Regulations and Standards, Including:

1. National Fire Protection Associations (NFPA).
2. Underwriter's Laboratories, Inc. (UL).
3. American National Standards Institute (ANSI).
4. American Society of Testing Materials (ASTM).
5. American Society of HVAC Engineers (ASME).
6. American Welding Society Code (AWSC).
7. American Water Works Association (AWWA).
8. Compressed Gas Association (CGA).

9. Cast Iron Soil Pipe Institute (CISPI).
 10. Manufacturers Standardization Society (MSS).
 11. National Bureau of Standards (NBS).
 12. Plumbing and Drainage Institute (PDI).
 13. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).
- D. Requirements of Local Utility Companies: Comply with rules and regulations of local utility companies. Include in bid the cost of all valves, valve boxes, meter boxes, meters and such accessory equipment, which will be required for the project.
- E. Additional Regulations: Follow additional regulations which appear in individual Sections of these Specifications.
- F. Contradictions: Where codes are contradictory, follow the most stringent, unless otherwise indicated in Plans or Specifications. The Owner's Representative shall determine which is most stringent.
- G. Contract Documents Not in Compliance:
1. Where it is not noted that the Drawings and Specifications do not comply with the minimum requirements of the codes, either notify the Owner's Representative in writing during the Bidding Period of the revisions required to meet Code Requirements. After entering into contract, Contractor will be held to complete all work necessary to meet Code Requirements without additional expense to the Owner.
 2. Follow Drawings and Specifications where they are superior to Code Requirements.
- H. Permits:
1. Contractor shall pay for and obtain all permits required by authorities and agencies having jurisdiction for the work in this Division.
 2. Post permits as required.
- I. Inspections and Tests:
1. Arrange for all required inspections and tests.
 2. Pay all charges.
 3. Notify the Owner's Representative in writing 72 hours before tests.
 4. Submit one copy for Owners record of permits. Licenses, inspection reports and test reports.
- 1.8 EQUIVALENTS AND SUBSTITUTIONS
- A. The applicable paragraphs for General Requirements, Division 01 apply herein.
- B. Basis for Design: The manufacturer's name and product listed on the drawings, or listed first of several names in these Specifications, is used as a basis for design to establish space requirements, a standard of quality and performance.
- C. Equivalents: Products of one or more other manufacturer's names listed in these Specifications following the words "or equivalent by" may be selected, subject to paragraph below titled "Contractor's Responsibility for Equivalent and Substitutions."
- D. Other Options:

1. For products specified by naming only one manufacturer, refer to paragraph below under "Substitutions".
 2. For products specified only by performance characteristics or reference standards, select any manufacturer meeting the requirements.
- E. Substitutions: Requests for acceptance of a product of manufacturer's name not listed in these specifications will be considered if any one of the following conditions is met:
1. The named product is not available because of strikes or discontinuance of manufacture, and the proposed product is equivalent to the named product.
 2. The proposed product is superior to the named product, in the opinion of the Owner's representative.
 3. The proposed product is equivalent to the named product and its use will be to the advantage of the Owner, by the Owner receiving an equitable credit or cost savings. The Owner's Representative reserves the right to reject any substitution.
 4. Submit proposed substitutions with bid along with alternate price, complete descriptive data and a comparison of the substitute manufacturer's product with specified product. Request for acceptance of a product of manufacturer's name not listed in these specifications, is subject to the paragraph titled "Contractor's Responsibility Equivalents and Substitutions".
- F. Contractor's Responsibility for Equivalents and Substitutions:
1. Items submitted as a substitution to the basis of design or listed general equivalents shall be identified as such and shall include a written request for substitution indicating the following:
 - a. Contract price adjustment.
 - b. Contract time adjustment.
 - c. Item by item breakdown of differences between basis of design and substituted item.
 - d. Operation, maintenance and energy cost difference.
 2. Products of manufacturer must match the features, construction, performance and size of those selected for design. Standard catalogued may require certain modifications to meet specified requirements.
 3. The responsibility for providing that specified requirements have been met remains with the manufacturer and contractor. Should the substituted item fail to perform in accordance with the Specifications, replace same with the originally specified item without extra cost to the contract.
 4. When requesting review of an equivalent or substituted product, submit a comparison chart listing features, construction, performance and sizes of named product versus equivalent or substituted product.
 5. Submittals for review of an equivalent or substituted product will be reviewed for acceptability when all the above requirements have been met. Contractor shall be responsible for all costs incurred by the Architect and Engineer for review of equivalency beyond initial review.
 6. Coordinate the installation of the product with all trades.
 7. Contractor shall be responsible for changes in electric wiring, materials and for all other additional costs of construction by all trades involved to accommodate the product to perform same as product used on the "Basis of Design".

8. Coordination of General Equivalents and Substitutions: Where Contract Documents permit selection from general equivalents, or where substitutions are authorized, coordinate clearance and other interface requirements with HVAC and other work.
9. Provide necessary additional items so that selected or substituted item operates equivalent to the Basis of Design and properly fits in the available space allocated for the Basis of Design.
10. Contractor is responsible for assuring that piping, conduit, duct, flue and other service locations for general equivalents or substitutions do not cause access, service or operational difficulties any greater than would be encountered with the Basis of Design.
11. Failure to comply with these requirements will result in immediate rejection of the request for substitution.

1.9 GENERAL SUBMITTAL REQUIREMENTS

- A. Refer to Division 01.
- B. Coordination and Sequencing:
 1. Coordinate submittals 3 weeks (minimum) prior to expected order date so that work will not be delayed by submittals.
 2. Do not submit product data, or allow its use on the project until compliance, with requirement of Contract Documents has been confirmed by Contractor.
 3. Submittal is for information and record, unless otherwise indicated, and is not a change order request.
 4. Submitting contractor is responsible for routing reviewed submittals to all parties affected including but not limited to electrical, building automation and temperature control, and test and balance subcontractors.
 5. Make submittals for group of similar products or materials such as valves, fixtures, pumps, air handling units, fans, insulation, etc., or area of work complete and at one time, not in piecemeal fashion.
 6. Identify submittals with Architect's project name and number, with item designation as indicated on drawings, and referenced to applicable paragraphs of the specifications. Submit in brochure form.
 7. Submittals of products needed at start of Project for its installation, or those requiring a long lead time for assembly or manufacturing, should be submitted before the others.
- C. Preparations of Submittals:
 1. Refer to Division 01 requirements.
 2. Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, Supplier, submittal name and similar information to distinguish it from other submittals.
 3. Indicate any portions of work, which deviate from the Contract Documents.
 - a. Explain the reasons for the deviations.
 - b. Show how such deviations coordinate with interfacing portions of other work.
 4. Show Contractor's executed review and approval marking.
 5. Provide space for the Owner's Representative "Action" marking.
 6. Submittals, which are received from sources other than through Contractor's office, will be returned "Without Action".
 7. Submittals shall be presented in a neat and legible fashion and shall be returned "Without Action" if presented in any other fashion.

- D. Quantities: Unless otherwise indicated in Division 01, submit six (6) copies.
1. Refer to Division 01 requirements.
 2. Multiple System Items: Where a required submittal relates to an operational item of equipment used in more than one system, increase the number of final copies as necessary to complete the Maintenance Manuals for each system.
 3. General Distribution:
 - a. Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to Subcontractors, Suppliers, Fabricators, Installers, Governing Authorities and others as necessary for proper performance of the work.
 - b. Include such additional copies in transmittal to Owner's Representative where required to receive "Action" marking before final distribution.
 - 1) Show such distributions on transmittal forms.
- E. Response to Submittals: Where standard product data have been submitted, it is recognized:
1. That the Submitter has determined that the products fulfill the specified requirements.
 2. That the submittal is for the Owner's Representative information only, but will be returned with appropriate action where observed to be not in compliance with the requirements.
- F. If more than two submittals (either for shop drawings, as-builts drawings, or test and balance reports) are made by the contractor due to the incompleteness, non-compliance, errors, omissions, etc. the Owner reserves the right to charge the contractor for subsequent reviews by their consultants. Such extra fees shall be deducted from payments by the Owner to the Contractor.

1.10 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

- A. Manufacturer's Data:
1. Where pre-printed data covers more than one distinct product, size, type, material, trim, accessory group or other variation, mark submitted copy with black ink to indicate which of the variations is to be provided.
 2. Delete or mark-put significant portions of pre-printed data, which are not applicable.
 3. Where operating ranges are shown, mark data to show portion of range required for project application.
 4. For Each Product, Include the Following:
 - a. Sizes.
 - b. Weights.
 - c. Speeds.
 - d. Capacities.
 - e. Piping and electrical connection sizes and locations.
 - f. Statements of compliance with the required standards and regulations.
 - g. Performance data.
 - h. Manufacturer's specifications and installation instructions.

- B. Shop Drawings:
 - 1. Prepare HVAC shop drawings, except diagrams, to accurate scale.
 - a. Show clearance dimensions at critical locations.
 - b. Show dimensions of spaces required for operation and maintenance.
 - c. Show interfaces with other, work, including structural support.
- C. Test Reports:
 - 1. Submit test reports, which have been signed and dated by the firm performing the test.
 - 2. Prepare test reports in the manner specified in the standard or regulation governing the test procedure (if any) as indicated.
- D. Required Equipment and Shop Drawing Submittals:
 - 1. Provide a submittal schedule with bid.
 - 2. Provide equipment submittals for each item of equipment specified or scheduled in the Contract Documents.
 - 3. Submittal schedule shall show each item of equipment, applicable section of the Specifications where it is described, applicable drawing number and schedule name where it is scheduled, date of Contractor's proposed submittal to the Owner's Representative, required date to receive submittal from the Owner's Representative and schedule order date.
 - 4. Provide a HVAC Shop Drawing Schedule for submission to the Owner's Representative with the Submittal Schedule. Refer to Paragraph 1.03 – Coordination Within Division 23 – above.

1.11 COMPATIBILITY

- A. General: Provide products, which are compatible with other products of the HVAC work, and with other work, requiring interface with the HVAC work.
- B. Power Characteristics: Where power characteristics are not stated in Division 23 Sections, refer to the Sections of Division 26 and the Electrical Drawings for the power characteristics of each power driven item of HVAC equipment. Coordinate available power with Electrical Contractor before ordering equipment. HVAC Contractor shall be responsible for ordering equipment to meet the available power characteristics. If there is a conflict between Division 23 documents and Division 26 documents, provide a written notification to the Owner's Representative for direction. Do not order equipment prior to determining the proper electrical service. No contract cost adjustment will be allowed for equipment ordered in conflict with the available power characteristics.

1.12 RECORD DRAWINGS

- A. Drawings:
 - 1. Record of Project Progress: Purchase from the Architect a complete set of reproducible contract drawings and maintain drawings available at the job site for inspection. Keep an accurate, legible and continuously updated record of installed locations and all project revisions other than revised drawings issued by the Architect, including source and date of authorization. Utilize only contract drawing symbols for recording the work. Drawing notations to be sufficiently clear in the representation of the work, for utilization

by a CADD operator (drafts person) who is not necessarily familiar with the installed work.

2. Record of Installation: At the conclusion of the work, deliver one (1) set of blue prints of the progress drawings to the Owner's Representative for review. Following the review, Contractor shall have incorporated by a competent CADD operator all of the installed data represented on the project progress drawings.
 3. Include in Record Drawings the Following:
 - a. Revisions, including sketches, bulletins, change orders, written addenda and directives, clarifications and responses generated by requests for information (RFIs), regardless of source of the revision.
 - b. Location and configuration of equipment with related housekeeping pads.
 - c. Physical routing of ductwork, exposed, and above ceilings with locations of fire dampers, combination fire/smoke dampers, smoke detectors, diffusers, registers, grilles, air terminal units, appurtenances, etc., plainly marked and identified.
 - d. Location of room thermostats, humidistats and sensors.
 - e. Physical routing of piping, underground, exposed, and above ceiling with locations of valves and accessories plainly marked and identified.
 - f. Location of piping below building and on exterior, valves, manholes, appurtenances and stub outs dimensioned from buildings and permanent structures, both horizontally and vertically.
 - g. Location of wall and ceiling access panels.
- B. Temperature Control Drawings:
1. Indicate As-Built Conditions of Work Under This Contract Including:
 - a. Ladder wiring diagram.
 - b. Schematic diagrams.
 - c. One line system diagram.
 - d. Schematic of equipment with control devices located and identified.
 - e. Wiring or tubing termination diagrams.
 - f. Floor plan indicating all device locations, panels, etc.
 - g. Control sequences.
- C. Acceptance: As a condition for acceptance of the work, deliver two (2) sets of Auto CAD Latest Version CDs and one set of signed and dated reproducible drawings to the Owner's Representative and obtain a receipt.
- 1.13 OPERATING AND MAINTENANCE DATA
- A. Refer to Division 01 requirements.
- B. Submission:
1. Submit three typed and bound copies of Operating and Maintenance (O&M) Manuals prior to scheduling systems demonstrations for the Owner's Representative, as specified in Division 01.
 2. Bind each Maintenance Manual in one or more vinyl covered, 3-ring binders, with pockets for folded drawings.
 - a. Mark the spine of each binder with system identification and volume number.

C. Required Contents:

1. Manuals shall have index with tab dividers for each major equipment section to facilitate locating information on a specific piece of equipment.
2. Identify data within each section with drawing code numbers as they appear on Drawings and Specifications. Include as a minimum the following data:
 - a. Alphabetical list of system components, with the name, address and 24 hour telephone number of the company responsible for servicing each item during the first year of operation. Include point of contact for company.
 - b. Operating instructions for complete system including:
 - 1) Emergency procedures for fire and failure of major equipment.
 - 2) Major start, operation and shut down procedures.
 - c. Maintenance Instructions for Each Piece of Equipment Including:
 - 1) Equipment lists.
 - 2) Proper lubricants and lubricating instructions for each piece of equipment.
 - 3) Necessary cleaning, replacement and/or adjustment schedule.
 - 4) Product data.
 - 5) Installation instructions.
 - 6) Parts list.
 - 7) Temperature control diagrams and O&M information as specified above (as-built).
 - d. Marked or changed prints locating concealed parts and variations from the original system design (as-built drawings).
 - e. Balancing report.
 - f. Valve schedule and associated piping schematics. See Section 230553, IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT.
 - g. Copies of any extended equipment warranties which are greater than one year.

1.14 WARRANTIES

- A. The warranty period is two years after Date of Acceptance.
 1. During this period, provide labor and materials as required to repair or replace defects in the HVAC system at no additional cost to the Owner. Provide certificate with O&M Manual submittal, which guarantees same-day service response to Owners call for all such warranty service.
 2. Provide certificate for such items of equipment, which have warranties in excess of one year. Insert copies in O&M Manuals.
 3. Provide extended manufacturers warranties to cover two full years from date of acceptance if standard warranty starts any time prior to that date.
 4. Provide factory trained service personnel for all warranty work on the Building Automation and Automatic Temperature Control System.
 5. At time of bid, submit additional costs for extended warranties for principal equipment (e.g. chillers, cooling towers, evaporative coolers, boilers, etc.).
- B. Refer to Division 01 for additional requirements.

1.15 SPARE PARTS, SPECIAL TOOLS

- A. Deliver spare parts to the Owner's Representative and obtain receipts at the time operating instructions are given to the Owner's personnel.
- B. Include the Following:
 - 1. V-Belts: One complete set of each size.
 - 2. Fuses: each type used for all equipment utilizing fuses. Quantity 10%, but not less than two.
 - 3. Pilot Light Lamps: Each type used on the project. Quantity of 10%, but not less than two.
 - 4. Special Tools: Furnish special tools required for assembly, adjustment, setting or maintenance of equipment if such tool is not readily available on the commercial tool market.
 - 5. Maintenance Paint: Furnish one can of touch-up paint for each different factory finish, which is to be the final finished surface of the product.
 - 6. Alternate Parts: Under the individual HVAC sections, there are listed spare parts to be furnished under a bid alternate. Should the alternate be accepted, such spare parts shall be similarly delivered to the Owner.

1.16 SYSTEM ACCEPTANCE

- A. Acceptance shall be contingent upon completion of final review and correction of all deficiencies. Satisfactory completion of the operational tests, which shall demonstrate compliance with all performance criteria, and the requirements of the Contract Documents.
- B. Request a Final Review Prior to System Acceptance After Completion of the Following:
 - 1. Installation of all systems required by Contract Documents.
 - 2. Submission and acceptance of service manuals.
 - 3. Identification.
 - 4. Cleaning.
 - 5. Satisfactory operation of all systems for a period of one week.

1.17 MANDATORY GOVERNING PROVISION

- A. Omissions of words or phrases, such as "the Contractor shall", in conformity with", "shall be", "as noted on the Drawings", "according to the Drawings", "an", "the", and "all" are intentional.
- B. Omitted words or phrases shall be supplied by inference.

1.18 OWNER FURNISHED EQUIPMENT

- A. All equipment called out in the Specifications or shown on the Drawings as "Owner Furnished Equipment" shall be installed and connected under this contract. Provide rough-ins for all future connections indicated, unless otherwise specifically indicated on Drawings.

1.19 TEMPORARY FACILITIES

- A. Light, heat, power, etc.

1. Contractor shall be responsible for providing temporary electricity, heat and other facilities as specified in Division 01.
 2. Contractor shall be responsible for maintaining the equipment in an as-new condition. Equipment will not be turned over to the Owner until it is brought up to as-new condition.
 3. Contractor shall be responsible for maintaining acceptable indoor air quality in adjacent occupied spaces.
- B. Use of permanent building for temporary heating or cooling.
1. Permanent building equipment shall not be used without written permission from the Owner's Representative. If this equipment is used for temporary heating or cooling, it shall be adequately maintained per manufacturer's instructions and protected with filters, strainers, controls, relief, etc. The Contractor shall protect all equipment and systems as directed by the Owner's Representative. The warranty period shall not start until the equipment is turned over to the Owner for his/her use. The Contractor shall provide extended warranties for parts and labor for such equipment. Equipment shall not be turned over to the Owner until the temperature controls have been tested and accepted by the Owner's Representative.

1.20 SAFETY PROVISIONS

- A. Equipment Nameplates: provide power-oriented HVAC equipment with a permanent nameplate attached by the manufacturer, indicating:
1. The manufacturer.
 2. Product name.
 3. Model number.
 4. Serial number.
 5. Speed.
 6. Capacity.
 7. Power characteristics.
 8. Labels of testing, or inspecting agencies.
 9. Other similar data.
- B. Where manufacturer affixed nameplate is not available, Contractor shall fabricate and attach nameplate.
- C. Guards:
1. Unless equivalent guards are provided integral with the equipment, enclose each belt drive (including sheaves) on both sides in a galvanized, one inch, mesh screen of No. 18 gauge steel wire or expanded metal, fastened to an approved, structural steel frame, securely fastened to the equipment or floor.
 2. Provide tachometer holes at shaft centers. Unless equivalent guards are provided integral with the equipment, install a solid guard of No. 20 gauge galvanized steel over the coupling of each item of direct-driven equipment.
 3. Sides are not required on these guards except to ensure rigidity.

PART 2 - PRODUCTS**2.01 GENERAL REQUIREMENTS**

- A. Uniformity: Material and equipment of same type or classification shall be the product of the same Manufacturer, wherever possible.
- B. Application: Do not install any material or equipment in an application not recommended by the Manufacturer.
- C. Weatherproof Equipment: Equipment installed outdoors shall be designed for this purpose or shall be housed in a weatherproof enclosure. Enclosure shall be sheet metal, ventilated or insulated as required with hinged access doors, hardware and lock.

2.02 ACCESS PANELS

- A. For panels not specified in Division 08, comply with the following:
 - 1. Manufacturers:
 - a. Design Basis: Milcor Division, Inryco, Inc.
 - b. Other Acceptable Manufacturers:
 - 1) Birmingham Ornamental Iron Co.
 - 2) Karp Associates, Inc.
 - 3) Wilkenson Co., Inc.
 - 4) Zurn.
 - B. Construction:
 - 1. Doors: 14 gauge steel.
 - 2. Frames: 16 gauge steel.
 - 3. Fire Rating: Equivalent to construction in which installed.
 - 4. Latches: Flush or concealed 1/4 turn.
 - 5. Finish: Compatible with finish of construction in which installed.

2.03 FIRE STOPPING MATERIAL

- A. Manufacturers:
 - 1. Design Basis: 3M.
 - 2. Other Acceptable Manufacturers:
 - a. GE.
 - b. Metalines.
- B. General Requirements:
 - 1. Products to be used shall have been tested in accordance with ASTM E 814-88, and be listed in the UL Fire Resistance Directory.
- C. Bare Piping:

1. Model: FD 150, or CP-25.
 - D. Insulated Piping:
 1. Model: CP-25 or FS-195, Intumescent.
 2. "No-sag" or "self-leveling" as required.
 - E. Accessories:
 1. Provide fasteners, restricting collars, backing materials, and protective coatings as required to comply with the UL system listing.
- 2.04 WATERPROOFING
- A. Wherever work must penetrate waterproofing, do so with care. Openings waterproofing shall be absolutely watertight in a manner acceptable to the Architect.
 - B. Pipes through Roof: Refer to Architectural Detail for pipe flashing.
 - C. Pipes through Waterproof Slabs or Walls: Use waterproof sleeves or "Link-Seal" gaskets.
 - D. Ducts and Sheet Metal Vents through Roof: Flash and counterflash with locked and soldered No. 24 gauge galvanized steel sheet metal. Terminate top of counterflashing in a transverse duct seam. Extend base of flashing outward not less than 8" in all directions.
 - E. In no case shall the effective height of flashing be less than 5".
 - F. Heavily coat all roof penetrations with roofing mastic.

PART 3 - EXECUTION**3.1 INSTALLATION GENERAL REQUIREMENTS**

- A. Furnish, apply, install, connect, erect, clean, and condition manufactured materials and equipment as recommended in manufacturer's printed directions (maintained on job site during installation).
- B. Provide all attachment devices and materials necessary to secure materials together or to other materials.
- C. Make allowance for ample and normal expansion and contraction for all building components and piping systems that are subject to such.
- D. Install materials only when conditions of temperature, moisture, humidity and conditions of adjacent building components are conducive to achieving the best installation results.
- E. Erect, install and secure components in a structurally sound and appropriate manner.
- F. Where necessary, temporarily brace, shore, or otherwise support members until final connections are installed.

- G. Leave all temporary bracing, shoring, or other structural supports in place as long as practical for safety and to maintain proper alignment.
- H. Handle materials in a manner to prevent scratching, abrading, distortion, chipping, breaking, or other disfigurement.
- I. Conduct work in a manner to avoid injury or damage to previously placed work.
- J. Any work so impaired or damaged shall be replaced at no expense to Owner.
- K. Fabricate and install materials true to line, plumb and level.
- L. Leave finished surfaces smooth and flat, free from wrinkles, wraps, scratches, dents and other imperfections.
- M. Furnish materials in longest practical lengths and largest practical sizes to avoid all unnecessary jointing.
- N. Make all joints secure, tightly fitted, and as inconspicuous as possible by the best, accepted practice in joinery and fabrication.
- O. Consult the Owner's Representative for mounting height or position of any unit not specifically indicated or located on Drawings or specified in Specifications.
- P. Job mixed multi-component materials used in the work shall be mixed in such regulated and properly sized batches that material can be used before it begins to "set".
- Q. Mixing of a partially "set" batch with another batch of fresh materials will not be accepted and entire batch shall be discarded and removed from site.
- R. Clean all mixing tools and appliances that can be contaminated prior to mixing of fresh materials.
- S. In addition to the above, refer to each Section of the Specifications for additional installation requirements for the proper completion of all work.

3.2 COORDINATION OF HVAC INSTALLATION

- A. Inspection and Preparation:
 - 1. Examine the work interfacing with HVAC work, and the conditions under which the work will be preformed, and notify the Owner's Representative of conditions detrimental to the proper completion of the work at original contract price.
 - 2. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Layout:
 - 1. Layout the HVAC work in conformity with the Contract Drawings, Coordination Drawings and other Shop Drawings, product data and similar requirements so that the entire HVAC plant will perform as an integrated system, properly interfaced with other work recognizing that portions of the work are shown only in diagrammatic form.
 - 2. Where coordination requirements conflict with individual system requirements, comply with the Owner's Representative decision on resolution of the conflict.

3. Take necessary field measurements to determine space and connection requirements.
 4. Provide sizes and shapes of equipment so the final installation conforms to the intent of the Contract Documents.
 5. Provide necessary fittings to create offsets as required to coordinate with building structure and other trades, even if fittings are not shown on the Contract Drawings.
- C. Integrate the HVAC work in ceiling spaces with the ceiling suspension system, light fixtures and other work, so that required performance of each will be achieved.

3.3 PRODUCT INSTALLATION

A. Manufacturer's instructions:

1. Except where more stringent requirements are indicated, comply with the product manufacturer's instructions and recommendations.
2. Consult with manufacturer's technical representatives, who are recognized as technical experts, for specific instructions on special projects conditions.
3. If conflict exists, notify the Owner's in writing and obtain his instruction before proceeding with the work in question.

B. Movement of Equipment:

1. Wherever possible, arrange for the movement and positioning of equipment so that enclosing partitions, walls and roofs will not be delayed or need to be removed.
2. Otherwise, advise Contractor of opening requirements to be maintained for the subsequent entry of equipment.

C. Heavy Equipment:

1. Coordinate the movement of heavy items with shoring and bracing so that the building structure will not be overloaded during the movement and installation.
2. Where HVAC products to be installed on the existing roof are too heavy to be hand-carried, do not transport across the existing roof deck. Position by crane or other device so as to avoid overloading or otherwise damaging the roof deck.

D. Clearances:

1. Install Piping and Ductwork:
 - a. Straight and true.
 - b. Aligned with other work.
 - c. Close to walls and overhead structure (allowing for insulation).
 - d. Concealed, where possible, in occupied spaces.
 - e. Out-of-the-way with maximum passageway and headroom remaining in each space.
2. Do not obstruct windows, doors and other openings.
3. Give the right-of-way to piping systems required to slope for drainage (over other service lines and ductwork).

E. Access:

1. Provide For Removal, Without Damage To Other Parts, Of:

- a. Coils.
 - b. Shafts.
 - c. Fan wheels.
 - d. Drives.
 - e. Filters.
 - f. Strainers.
 - g. Bearings.
 - h. Control components.
 - i. Other parts requiring periodic replacement or maintenance.
2. Connect equipment for ease of disconnecting with minimum of interference with other work.
 3. Provide unions where required.
 4. Locate operating and control equipment and devices for easy access.
 5. Provide access panels where equipment or devices are concealed by non-accessible finishes and similar work. See Section 230500 BASIC HVAC REQUIREMENTS, MATERIALS AND METHODS.
 6. Ensure grease fittings for equipment are readily visible and accessible. Extend fittings when necessary.
- 3.4 PROTECTION OF WORK
- A. Provide protection against dust migration, rain, wind, storms, frost, or heat, so as to maintain all work, materials, apparatus and fixtures free from injury or damage.
 - B. At end of each day's work, cover all new work likely to be damaged.
 - C. Do not interrupt the integrity of the building security overnight.
 - D. Refer to Division 01 for additional requirements.
 - E. All pipe ends, valves, ducts and equipment left unconnected shall be capped, plugged or otherwise properly protected to prevent damage and the intrusion of foreign matter.
 - F. Do not allow any fans in HVAC System to operate before the area served by the fan has been cleaned and vacuumed of all debris and dust which might enter the system.
 - G. Any equipment, duct or piping systems found to have been damaged or contaminated above "MILL" or "SHOP" conditions shall be replaced or cleaned to the Owner's Representative satisfaction.
 - H. Provide initial water seal fill for all condensate traps, or similar traps.
- 3.5 OBJECTIONABLE NOISE AND VIBRATION
- A. HVAC equipment and piping system shall operate without objectionable noise and vibration, as determined by the judgment of the Owner's Representative.
 - B. If objectionable noise and vibration should be produced, make necessary changes or additions required to produce satisfactory result without additional cost to the Owner.
- 3.6 CLOSING-IN OF UN-INSPECTED WORK

- A. Do not allow or cause any work to be covered up or enclosed until inspected, tested and approved.
- B. Should any work be enclosed or covered up before such inspection and test, Contractor shall, at his/her own expense, uncover work and after it has been inspected, tested and approved, make repairs with such materials as necessary to restore his/her work and that of other Divisions to original and proper condition.

3.7 CLEANING

- A. After installation is complete, clean all systems as indicated below.
- B. Ductwork, Piping and Equipment To Be Insulated: Clean exterior thoroughly to remove rust, plaster, cement and dirt before insulation is applied.
- C. Ductwork, Piping and Equipment Remain Un-insulated: Clean exterior thoroughly to remove rust, plaster, cement, dirt and other foreign substances.
- D. Ductwork, Piping and Equipment To Be Painted: Clean exterior to be exposed in completed structure. Remove rust, plaster, cement and dirt by wire brushing. Remove grease, oil and other foreign materials by wiping with clean rags and suitable solvents.
- E. During Progress of Work: Carefully clean up the premises and keep all portions of the building free of debris.

3.8 DAMAGE RESPONSIBILITY

- A. Contractor shall be responsible for damage to the grounds, buildings or equipment and the loss of refrigerants, fuels or gases, caused by leaks or breaks in pipes for equipment furnished or installed under this Division.

3.9 PRELIMINARY OPERATION

- A. The Owner's Representative reserves the right to operate portions of the HVAC system on a preliminary basis without voiding the guarantee or relieving the Contractor of his/her responsibilities.

3.10 OPERATIONAL TESTS

- A. Before operational tests are performed, demonstrate to the Owner's Representative that systems and components are complete and fully charged with operating fluid and lubricants. Systems shall be operable and capable of maintaining continuous uninterrupted operation during the operating and demonstration period.
- B. After systems have been completely installed, connections made, and tests completed, operate the systems continuously for a period of five working days during the hours of a normal working day.
- C. Control system shall be completely operable with settings properly calibrated and adjusted.
- D. Rotating equipment shall be in dynamic balance and alignment.
- E. Tests required in various sections herein shall be completed.

- F. Notify the Owner's Representative, in writing, two weeks in advance of this operational period.
- G. This operational test may be concurrent with instruction of the Owner's operating personnel.

3.11 COMPLIANCE TESTS

- A. Conduct tests for individual components, such as chiller, boiler, cooling tower, air handling unit, etc. of all portions of the installation as may be required by the various Sections of this Division to comply with the Contract Documents. Tests shall be made in the presence of the Owner's Representative. Costs of tests shall be borne by the Contractor. Contractor shall provide all instruments, equipment, labor and materials to complete the tests. These tests may be required at any time between the installation of the work and the end of the warranty period. Should these tests expose any defective materials, poor workmanship or variance with requirements of Contract Documents, Contractor shall make any changes necessary and remedy any defects at no cost to the Owner.

3.12 EQUIPMENT INSTALLATION

- A. Erect equipment in a neat and workmanlike manner, properly aligned, leveled and adjusted for satisfactory operation.
- B. Install so that connecting and disconnecting of piping and accessories can readily be done, and so that all parts are readily accessible for inspection, service, and repair.
- C. Install equipment in accordance with manufacturer's recommendations and in compliance with California State Safety Orders Title 8.
- D. Locate equipment as required herein and as indicated on the Drawings. Contractor shall be responsible for verifying with the Owner's Representative of any apparently improper installation.

3.13 EXCAVATION

- A. Quality Coordination: Where excavation and backfill for HVAC work is necessary to comply with both the requirements of Division 31 and the requirements of this Section, or whichever is the more stringent (as determined by the Owner's Representative in cases of conflicting requirements).
- B. Safety Requirements: Do shoring and pumping necessary to protect excavation and safety of workers. Comply with safety requirements of all applicable authorities. Protect excavations with barricades as required by applicable safety regulations.
- C. Excavation: Trench to the minimum necessary width for the proper installation of the piping or utility, with sides as nearly vertical as possible. Where open cut method is used, the vertical walls shall extend to at least 12" above top of pipe. Accurately grade the bottom to provide uniform bearing, free of sharp objects. Dig bell holes and depressions for joints after the trench has been graded in order that the pipe will rest uniformly upon the prepared bottom of the trench. Except where rock is encountered, excavate it to a minimum overdepth of 2" below the required trench depth. Backfill overdepths in rock and unauthorized

overdepths with loose granular earth or sand thoroughly tamped. Minimum trench depth shall be 36". Remove surplus material as required.

- D. Backfilling: Place and compact bedding material in trenches to a minimum height of 12" above the top of the pipes with clean free-flowing graded sand. Backfill around pipe shall be placed in layers not exceeding 6" in depth with each layer carefully and thoroughly hand tamped to 95 percent maximum density. Backfill shall be placed simultaneously on both sides of pipe to prevent displacement. Backfill the remainder of the trench with earth free from debris, organic material, and stones or rock fragment greater than 2" in their largest dimension. Backfill for trenches shall be compacted to 95 percent maximum density. Prior to the final 12" of backfill, install printed underground warning tape for the entire length of pipe installation. Wheeled or tracked vehicles shall not be used for tamping or compacting. Remove surplus material as required.

3.14 CUTTING AND PATCHING

- A. Refer to Division 01 of the Specifications.
- B. Provide measurements, drawings, and layouts to installers of other work so that required openings may be provided as construction progresses. Any cutting and patching made necessary by failure to provide this information shall be done at no increase in the contract amount.
- C. All cutting and patching of existing work required for work in Division 23 is included in Division 23. Cutting and patching is not work of Division 23, except as provided in Paragraph 3.02 A. of this Section.
- D. Where possible, mark openings to be cut on existing construction. Otherwise, provide measurements, drawings, and layouts to the trade doing the cutting so that openings may be provided as construction progresses.
- E. Cutting Concrete:
 - 1. Where authorized, cut openings through concrete for pipe penetration and similar services by core drilling or sawing.
 - 2. Do not cut by hammer-driven chisel or drill.
- F. Cutting:
 - 1. Cut openings in accordance with layouts, measurements or drawings of the installer of work requiring openings. Cut openings in concrete by core drilling or sawing; not by hammer-driven chisel or drill.
 - 2. Coordinate the location of all openings with structural drawings. Report any discrepancies to Architect. Do not proceed with work until discrepancies have been resolved.
 - 3. Do not endanger or damage other work through the procedures and processes of cutting to accommodate HVAC work.
 - 4. Review the proposed cutting with the Installer of the work to be cut, and comply with his recommendations to minimize damage.
 - 5. Where necessary, engage the original Installer or other specialists to execute the cutting in the recommended manner.
- G. Patching:

1. Where patching is required to restore other work because of either cutting or other damage inflicted during the installation of HVAC work, engage experienced craftsmen to complete the patching of the other work.
2. Restore the other work in every respect, including the elimination of visual defects in exposed finishes.
3. All openings in fire rated construction shall be patched and sealed with U.L. approved sealant to maintain the fire integrity of the structure.

H. Perform Cutting, and Patching Required To:

1. Uncover work to provide installation of ill-timed work.
2. Remove and replace defective work.
3. Remove and replace work not conforming to requirements of the Contract Documents.
4. Remove samples of installed work as specified for testing.
5. Install equipment and materials in existing structures.
6. Upon written instructions from Architect, uncover and restore work to provide Architect observation of concealed work.

I. Painting:

1. Prepare all surfaces for painting by another Division. Ductwork and piping joints to be clear and free of dirt, grease or excess joint sealant, caulking or solders.
2. Comply with requirements of Painting Sections of this Specification.

J. Structural Limitations:

1. Do not cut or drill into structural framing, walls, floors, decks, and other members intended to withstand stress, except with the Owner's Representative's written authorization.
 - a. Provide lintels, columns, braces and other temporary and permanent supports made by cutting.
 - b. Submit shop drawings of permanent supports.
 - c. Do not penetrate legs of structural "T's" or any other location where pre-stressed structural chords are likely to be encountered when cutting or drilling.

3.15 SUPPORTING STEEL

- A. Provide supporting steel not indicated on the Structural Drawings for piping and equipment requiring same.
- B. Submit shop drawings and structural calculations to the Owner's Representative for information and records.
- C. Submit California registered Structural Engineer calculations and shop drawings to the Owner's Representative for record and comment.
- D. Fabricate supports in accordance with AISC Specifications for the Design, Fabrication and Erection of Structural Steel for buildings to meet current Codes CBC.

- E. Brace and fasten with flanges bolted to structure.
- F. Paint supporting steel with one coat of primer paint in the shop after fabrication welding is complete. Paint completed field joints with one coat of matching primer.

3.16 HOUSEKEEPING BASES

- A. Concrete bases for fans, pumps, tanks, etc., including anchor bolts and inserts, shall be provided in accordance with American Concrete Institute (ACI) and American Society for Testing and Materials (ASTM) Standards for housekeeping pads and equipment support bases.
- B. The concrete shall be placed in accordance with setting diagrams and sizes furnished by the structural drawings.
- C. Contractor is responsible for coordination with other trades for size and location of all concrete pads, piers, curbs, and bases.

3.17 DRIP PANS

- A. Drip Pans: Where possible to route HVAC piping elsewhere, do not route in electrical or telecommunications rooms or directly above any electrical (or electronic) work. Where allowed by Code, provide drip pans under HVAC piping, sufficient to protect electrical work from dripping.
 - 1. Locate pan immediately below piping, and extend a minimum of 6" on each side of piping and lengthwise 18" beyond equipment being protected.
 - 2. Fabricate pans 2' deep of reinforced sheet metal with rolled edges and soldered or welded seams; 22 gauge galvanized steel.
 - 3. Provide 3/4" copper drainage piping from pan to nearest floor drain or similar suitable point of discharge, and terminate pipe as an open-sight drainage connection.
 - 4. Provide permanent support and anchorage to prevent displacement of drip pans.
 - 5. Insulate bottom of pan as directed by the Owner's Representative.

END OF SECTION 230500

SECTION 230553**IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including general and supplementary conditions, Divisions 01 and all other Division 23 specification sections, apply to this section.
- B. Where contradictions occur between this Section and Division 01, and between contract specifications and drawings, the most stringent of the two shall apply. The Owner's Representative shall decide which is most stringent.

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Duct labels.
 - 5. Stencils.
 - 6. Valve tags.
 - 7. Warning tags.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- D. Valve numbering scheme.
- E. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 – PRODUCTS**2.1 GENERAL**

- A. Identify each piece of equipment, including starter, switch, etc., that controls that piece of equipment, with 1/16" thick permanent engraved beveled edge bakelite name plates with 3/8" high letters secured to equipment.
- B. Use same identification as on the Contract Drawings.
- C. Locate each identification where it can be readily seen from an aisle or service area.
- D. Provide tags on valves. Refer to PART 3 – EXECUTION.

2.2 PLASTIC PIPE MARKERS

- A. Provide manufacturer's standard pre-printed, flexible or semi-rigid, permanent, color-coded, plastic-sheet pipe markers, complying with ANSI A13.1.
- B. For Pipes Less Than 6" (Including Insulation if Any): provide full-band pipe markers, extending 360° around pipe at each location, fastened by one of the following methods:
 - 1. Snap-on application of pre-tensioned semi-rigid plastic pipe marker.
 - 2. Adhesive lap joint in pipe marker overlap.
 - 3. Taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 3/4" wide, full circle at both ends of pipe marker, tape lapped 1-1/2".
- C. For Pipes 6" and Larger (Including Insulation if Any): provide either full-band or strip-type markers, but not narrower than 3 x letter height, taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 1-1/2" wide; full circle at both ends of pipe marker, tapped lapped 3".
- D. Lettering: Manufacturer's pre-printed wording, which conforms to Contract Document System descriptions.
- E. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering or as a separate unit of plastic (to accommodate both directions).

2.3 VALVE TAGS

- A. Brass Valve Tags: Provide manufacturer's standard 19 ga brass tag; approximately 1-1/2" round with 1/2" high black filled numbers and 3/16" top hole.
 - 1. Numbers shall be sequential in accordance with schedule below.
 - 2. Provide separate numbering for each legend sequence. Provide Separate Sequences for the following:
 - a. Chilled Water (CHIL).
 - b. Heating Water (HTG).
 - c. Condenser Water (COND).
 - d. All other systems (No legend).

- B. Valve Tag Fasteners: Manufacturer's standard chain (wire link or beaded type), or S-hooks.

2.4 VALVE SCHEDULE

- A. Provide schedule for each piping system, as defined on the drawings, and below, typewritten and reproduced on 8-1/2" x 11" bond paper.
- B. Tabulate valve number, piping system, system legend (as shown on tag, location of valve (room or space), and variations for identification (if any).
- C. Provide piping schematic for each system as defined below in Part 3.
- D. In addition to mounted copies, furnish extra copies for maintenance manuals as specified.

2.5 ENGRAVED PLASTIC-LAMINATE SIGNS

- A. General: Provide engraving stock melamine plastic laminate, 1/16" thick, black with white core (letter color).
- B. Fastening:
 - 1. Screws.
 - 2. Rivets.
 - 3. Permanent Adhesive.
- C. Lettering and Graphics:
 - 1. Coordinate names, abbreviations and other designations used in the HVAC identification work, with the corresponding designations shown, specified or scheduled in the Construction Documents.
 - 2. In addition, for heating or cooling units and exhaust fans, identify area served.
- D. Manufacturers: Seton Name Plate Company or equal.

PART 3 – EXECUTION

3.1 GENERAL

- A. Comply fully with ANSI 13.1 and OSHA Standards for identification of all equipment, ductwork and piping.
- B. Identify each piece of equipment, including starter, switch, etc., that controls that piece of equipment, with 1/16" thick permanent engraved beveled edge bakelite name plates with 3/8" high letters secured to equipment.
- C. Use same identification as on the Contract Drawings.
- D. Locate each identification where it is readily visible.
- E. Provide tags on valves. Refer to PART 3 – EXECUTION.

- F. Identify all accessible piping and ductwork. Refer to PART 3 – EXECUTION.

3.2 PIPING SYSTEM IDENTIFICATION

- A. General: Install pipe markers on piping of the following systems and include arrows to show normal direction of flow.
 - 1. Chilled water piping (supply and return).
 - 2. Condenser water piping (supply and return).
 - 3. Any other piping system as indicated on the drawings, or as required to match existing.

- B. Locate pipe markers and color bands as follows wherever piping is exposed to view:
 - 1. Near each valve and control device.
 - 2. Near each branch. Mark each pipe at branch, where there could be question of flow pattern.
 - 3. Near major equipment items and other points of origination and termination.
 - 4. Spaced intermediately at maximum spacing of 30' along each piping run.

3.3 VALVE IDENTIFICATION

- A. Provide valve tag on every valve, cock and control device in each piping system; exclude check valves, and valves within factory fabricated equipment units. List each tagged valve in valve schedule for each piping system.

- B. Mount framed valve schedules with piping schematics where directed by Architect.

- C. Identify each valve tagged on as-built drawings.

3.4 HVAC EQUIPMENT IDENTIFICATION

- A. Install an engraved plastic laminate sign on or near each major item of HVAC equipment.

- B. Identify area served, if applicable.

- C. Coordinate caution and warning signage needs with Architect by inclusion in signage scope of work by others.

END OF SECTION 230553

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SECTION 230593

HVAC TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:
 - 1. Air Systems:
 - a. Variable-air-volume systems.
 - 2. Hydronic Piping Systems:
 - a. Variable-flow systems.
 - 3. Space pressurization testing and adjusting.
 - 4. Verifying that automatic control devices are functioning properly.

1.3 DEFINITIONS

- A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.
- B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.
- C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.
- D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.
- E. NC: Noise criteria.
- F. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.
- G. RC: Room criteria.

- H. Report Forms: Test data sheets for recording test data in logical order.
- I. Static Head: The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.
- J. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.
- K. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- L. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.
- M. TAB: Testing, adjusting, and balancing.
- N. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.
- O. Test: A procedure to determine quantitative performance of systems or equipment.
- P. Testing, Adjusting, and Balancing (TAB) Firm: The entity responsible for performing and reporting TAB procedures.

1.4 SUBMITTALS

- A. Qualification Data: Within 45 days from Contractor's Notice to Proceed, submit 2 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 45 days from Contractor's Notice to Proceed, submit 2 copies of the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 60 days from Contractor's Notice to Proceed, submit 2 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.
- D. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.
- E. Sample Report Forms: Submit two sets of sample TAB report forms.
- F. Warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. TAB Firm Qualifications: Engage a TAB firm certified by AABC or NEBB,

- B. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
 - C. TAB Report Forms: Use standard forms from AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems." NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems."
 - D. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."
 - E. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.
 - 1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.
 - F. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2004, Section 7.2.2 - "Air Balancing."
 - G. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6.7.2.3 - "System Balancing."
- 1.6 PROJECT CONDITIONS
- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts.
- 1.7 COORDINATION
- A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.
 - B. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
 - C. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

1.8 WARRANTY

- A. National Project Performance Guarantee: Provide a guarantee on AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" forms stating that AABC will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents. Guarantee includes the following provisions:
1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
 2. Systems are balanced to optimum performance capabilities within design and installation limits.
- B. Special Guarantee: Provide a guarantee on NEBB forms stating that NEBB will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents. Guarantee shall include the following provisions:
1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
 2. Systems are balanced to optimum performance capabilities within design and installation limits.

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.
1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
 2. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine Project Record Documents described in Division 1 Section "Project Record Documents."
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

- E. Examine equipment performance data including fan and pump curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.
- F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- G. Examine system and equipment test reports.
- H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- J. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- K. Examine terminal units, such as variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.
- L. Examine strainers for clean screens and proper perforations.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine equipment for installation and for properly operating safety interlocks and controls.
- P. Examine automatic temperature system components to verify the following:
 - 1. Dampers, valves, and other controlled devices are operated by the intended controller.
 - 2. Dampers and valves are in the position indicated by the controller.
 - 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in variable-air-volume terminals.
 - 4. Automatic modulating and shutoff valves, including two-way valves and three-way valves, are properly connected.
 - 5. Thermostats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 - 6. Sensors are located to sense only the intended conditions.

7. Sequence of operation for control modes is according to the Contract Documents.
8. Controller set points are set at indicated values.
9. Interlocked systems are operating.

- Q. 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 system readiness reports. Verify the following:
1. Permanent electrical power wiring is complete.
 2. Hydronic systems are filled, clean, and free of air.
 3. Automatic temperature-control systems are operational.
 4. Equipment and duct access doors are securely closed.
 5. Balance, smoke, and fire dampers are open.
 6. Isolating and balancing valves are open and control valves are operational.
 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 8. 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 in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.
1. Comply with requirements in ASHRAE 62.1-2004, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.
- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct airflow measurements.
- E. Check airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling unit components.
- L. Check for proper sealing of air duct system.

3.5 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. **Compensating for Diversity:** When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a maximum set-point airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.
- B. **Pressure-Independent, Variable-Air-Volume Systems:** After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
 - 1. Set outside-air dampers at minimum, and return- and exhaust-air dampers at a position that simulates full-cooling load.
 - 2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
 - 3. Measure total system airflow. Adjust to within indicated airflow.
 - 4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to

make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.

5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.
6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.
7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
8. Record the final fan performance data.

3.6 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 1. Open all manual valves for maximum flow.
 2. Check expansion tank liquid level.
 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
 4. Check flow-control valves for specified sequence of operation and set at indicated flow.
 5. Set system controls so automatic valves are wide open to heat exchangers.
 6. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.7 PROCEDURES FOR HYDRONIC SYSTEMS

- A. Set calibrated balancing valves, if installed, at calculated presettings.
- B. Measure flow at all stations and adjust, where necessary, to obtain first balance.
 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- C. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- D. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:

1. Determine the balancing station with the highest percentage over indicated flow.
2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
3. Record settings and mark balancing devices.

3.8 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two-way control valves by setting systems at maximum flow through heat-exchange terminals and proceed as specified above for hydronic systems.

3.9 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Water Coils: Measure the following data for each 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.

3.10 TEMPERATURE-CONTROL VERIFICATION

- A. Verify that controllers are calibrated and commissioned.
- B. Check transmitter and controller locations and note conditions that would adversely affect control functions.
- C. Record controller settings and note variances between set points and actual measurements.
- D. Check free travel and proper operation of control devices such as damper and valve operators.
- E. Check the sequence of operation of control devices. Note air pressures and device positions and correlate with airflow and water flow measurements. Note the speed of response to input changes.
- F. Check the interaction of electrically operated switch transducers.
- G. Check the interaction of interlock and lockout systems.
- H. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.
- I. Note operation of electric actuators using spring return for proper fail-safe operations.

3.11 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
 - 1. Air Outlets and Inlets: 0 to minus 10 percent.
 - 2. Heating-Water Flow Rate: 0 to minus 10 percent.

3.12 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.
- B. Status Reports: As Work progresses, prepare reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.13 FINAL REPORT

- A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
 - 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. The Air-handler serving this project area is existing and the below information for it is to be taken for documentation purposes only.
- D. Final Report Contents: In addition to certified field report data, include the following:
 - 1. Fan curves.
 - 2. Manufacturers' test data.
 - 3. Field test reports prepared by system and equipment installers.
 - 4. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.
- E. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
 - 1. Title page.
 - 2. Name and address of TAB firm.
 - 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 firm 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. Data for terminal units, including manufacturer, type size, and fittings.
 14. Notes to explain why certain final data in the body of reports varies from indicated values.
 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outside-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- F. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outside, supply, return, and exhaust airflows.
 2. Water flow rates.
 3. Duct, outlet, and inlet sizes.
 4. Pipe and valve sizes and locations.
 5. Terminal units.
 6. Balancing stations.
 7. Position of balancing devices.
- G. Air-Handling Unit Test Reports: The Air-Handling unit serving this project is existing. The below information is to be taken for documentation purposes only. For air-handling units with coils, include the following:
1. Unit Data: Include the following:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.

2. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in **cfm (L/s)**.
 - b. Total system static pressure in **inches wg (Pa)**.
 - c. Fan rpm.
 - d. Discharge static pressure in **inches wg (Pa)**.
 - e. Filter static-pressure differential in **inches wg (Pa)**.
 - f. Cooling coil static-pressure differential in **inches wg (Pa)**.
 - g. Heating coil static-pressure differential in **inches wg (Pa)**.
 - h. Outside airflow in **cfm (L/s)**.
 - i. Return airflow in **cfm (L/s)**.
 - j. Outside-air damper position.
 - k. Return-air damper position.

- H. Fan Test Reports: For supply, return, include the following:
 1. Fan Data:
 - a. System identification.
 - b. Make and type.
 - c. Model number and size.
 - d. Manufacturer's serial number.
 - e. Arrangement and class.
 - f. Sheave make, size in **inches (mm)**, and bore.
 - g. Sheave dimensions, center-to-center, and amount of adjustments in **inches (mm)**.

 2. Motor Data:
 - a. 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 (mm)**, and bore.
 - f. Sheave dimensions, center-to-center, and amount of adjustments in **inches (mm)**.
 - g. Number of belts, make, and size.

 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in **cfm (L/s)**.
 - b. Total system static pressure in **inches wg (Pa)**.
 - c. Fan rpm.
 - d. Discharge static pressure in **inches wg (Pa)**.
 - e. Suction static pressure in **inches wg (Pa)**.

- I. Air-Terminal-Device Reports:
 1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.

- c. Test apparatus used.
 - d. Area served.
 - e. Air-terminal-device make.
 - f. Air-terminal-device number from system diagram.
 - g. Air-terminal-device type and model number.
 - h. Air-terminal-device size.
2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in **cfm (L/s)**.
 - b. Air velocity in **fpm (m/s)**.
 - c. Preliminary airflow rate as needed in **cfm (L/s)**.
 - d. Preliminary velocity as needed in **fpm (m/s)**.
 - e. Final airflow rate in **cfm (L/s)**.
 - f. Final velocity in **fpm (m/s)**.
 - g. Space temperature in **deg F (deg C)**.
- J. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Room or riser served.
 - d. Coil make and size.
 - e. Balancing valve type and size.
 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in **cfm (L/s)**.
 - b. Entering-water temperature in **deg F (deg C)**.
 - c. Leaving-water temperature in **deg F (deg C)**.
 - d. Water pressure drop in **feet of head or psig (kPa)**.
 - e. Entering-air temperature in **deg F (deg C)**.
 - f. Leaving-air temperature in **deg F (deg C)**.

3.14 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. Randomly check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure water flow of at least 5 percent of terminals.
 - c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
 - d. Measure sound levels at two locations.

SPECIFICATIONS

2017-05

PVC CL Building Renovations

- e. Measure space pressure of at least 10 percent of locations.
- f. Verify that balancing devices are marked with final balance position.
- g. Note deviations to the Contract Documents in the Final Report.

END OF SECTION 23 05 93

HVAC INSULATION

SECTION 23 07 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Insulation Materials:
 - a. Mineral fiber.
 - 2. Insulating cements.
 - 3. Adhesives.
 - 4. Mastics.
 - 5. Lagging adhesives.
 - 6. Sealants.
 - 7. Factory-applied jackets.
 - 8. Field-applied jackets.
 - 9. Tapes.
 - 10. Corner angles.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).
- B. Qualification Data: For qualified Installer.
- C. 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.
- D. Field quality-control reports.

1.4 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. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting 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 and inspecting agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 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.

1.6 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports."
- B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

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 Thermal Insulation: Glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II, without facing and with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film.
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 Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- D. Mineral-Fiber, Preformed Pipe Insulation:
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. Fibrex Insulations Inc.; Coreplus 1200.
 - b. Johns Manville; Micro-Lok.
 - c. Knauf Insulation; 1000 Pipe Insulation.
 - d. Manson Insulation Inc.; Alley-K.
 - e. Owens Corning; Fiberglas Pipe Insulation.
 1. Type I, 850 deg F (454 deg C) Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ and preformed fittings with PVC jacket on fittings.

2.2 INSULATING CEMENTS

- A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Insulco, Division of MFS, Inc.; Triple I.
 - b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.
- B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.
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. P. K. Insulation Mfg. Co., Inc.; Thermal-V-Kote.

2.3 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. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

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. Aeroflex USA Inc.; Aero seal.
 - b. Armacell LCC; 520 Adhesive.
 - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
 - d. RBX Corporation; Rubatex Contact Adhesive.
 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. 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. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. ASJ Adhesive, and FSK:: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
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.
 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 2.4 MASTICS
- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-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 and outdoor 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, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
 4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
 5. Color: White.
- C. Vapor-Barrier Mastic: Solvent 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-30.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-35.
 - c. ITW TACC, Division of Illinois Tool Works; CB-25.
 - d. Marathon Industries, Inc.; 501.
 - e. Mon-Eco Industries, Inc.; 55-10.
 2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.03 metric perm) at 35-mil (0.9-mm) dry film thickness.
 3. Service Temperature Range: 0 to 180 deg F (Minus 18 to plus 82 deg C).
 4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
 5. Color: White.
- D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor 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; Encacel.
 - b. Foster Products Corporation, H. B. Fuller Company; 60-95/60-96.
 - c. Marathon Industries, Inc.; 570.
 - d. Mon-Eco Industries, Inc.; 55-70.
 2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.033 metric perm) at 30-mil (0.8-mm) dry film thickness.
 3. Service Temperature Range: Minus 50 to plus 220 deg F (Minus 46 to plus 104 deg C).
 4. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
 5. Color: White.
- 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. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.6 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. Metal Jacket:
 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; Metal Jacketing Systems.
 - b. PABCO Metals Corporation; Surefit.
 - c. RPR Products, Inc.; Insul-Mate.
 2. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105 or 5005, Temper H-14.
 - a. Finish and thickness are indicated in field-applied jacket schedules.
 - b. Moisture Barrier for Indoor Applications: 1-mil- (0.025-mm-) thick, heat-bonded polyethylene and kraft paper
 - c. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper
 - d. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.
 - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

2.7 TAPES

- A. ASJ Tape: White 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 0835.
 - b. Compac Corp.; 104 and 105.

- c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
 - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
 - 2. Width: 3 inches (75 mm).
 - 3. Thickness: 11.5 mils (0.29 mm).
 - 4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
 - 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. 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 (75 mm).
 - 3. Thickness: 6.5 mils (0.16 mm).
 - 4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
 - 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. Wire: 0.062-inch (1.6-mm) soft-annealed, galvanized steel].
- 1. Manufacturers: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. C & F Wire.
 - b. Childers Products.
 - c. PABCO Metals Corporation.
 - d. RPR Products, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
- 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
 - 2. Verify that surfaces to be insulated are clean and dry.
 - 3. 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.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

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 equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe 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. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. 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.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at [2 inches (50 mm)] [4 inches (100 mm)] o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.
 - 6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.

4. Seal jacket to roof flashing with flashing sealant.
 5. Seal jacket to wall flashing with flashing sealant.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches (50 mm).
1. Comply with requirements in Division 7 Section "Through-Penetration Firestop Systems" for firestopping and fire-resistive joint sealers.
- D. Insulation Installation at Floor Penetrations:
1. Duct: Install insulation continuously through floor penetrations that are not fire rated. For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches (50 mm).
 2. Pipe: Install insulation continuously through floor penetrations.
 3. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 7 Section "Through-Penetration Firestop Systems."

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating

- cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches (50 mm) over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.
- 3.6 MINERAL-FIBER INSULATION INSTALLATION
- A. Insulation Installation on Straight Pipes and Tubes:
1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.

2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches (150 mm) o.c.
 4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
1. Install preformed pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch (25 mm), and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
 2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 4. Install insulation to flanges as specified for flange insulation application.
- E. 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 (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
 - b. On duct sides with dimensions larger than 18 inches (450 mm), place pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) 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 (50 mm) from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) 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.
5. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches (450 mm) 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- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
1. Draw jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
 2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of lagging adhesive.
 3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.8 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Division 7 Section "Through-Penetration Firestop Systems."

3.9 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.
 - 2. Inspect field-insulated equipment, 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 type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.
 - 3. Inspect pipe, fittings, strainers, and valves, 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 two locations of straight pipe, two locations of threaded fittings, two locations of threaded strainers, two locations of threaded valves, and two locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.10 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:
 - 1. Indoor, concealed supply and outdoor air.
 - 2. Indoor, concealed return located in nonconditioned space.
 - 3. Indoor, exposed return located in nonconditioned space.
 - 4. Outdoor, concealed supply and return.
 - 5. Outdoor, exposed supply and return.
- B. Items Not Insulated:
 - 1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
 - 2. Factory-insulated flexible ducts.
 - 3. Factory-insulated plenums and casings.
 - 4. Flexible connectors.
 - 5. Vibration-control devices.
 - 6. Factory-insulated access panels and doors.

3.11 INDOOR DUCT INSULATION SCHEDULE

- A. Concealed and exposed, round and rectangular, supply-and return air duct insulation shall be the following:

1. Mineral-Fiber Blanket: Any combination of thickness and density to provide an installed R-value of 4.2.

3.12 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 1. Drainage piping located in crawl spaces.
 2. Underground piping.
 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.13 INDOOR PIPING INSULATION SCHEDULE

- A. Heating-Hot-Water Supply and Return, 200 Deg F and below with Conductivity Range .25-.29:
 1. NPS 1-1/4 and Smaller: Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe, Type I with factory-applied ASJ and preformed fittings with PVC jacket on fittings: 1-1/2 inch thick.
 2. NPS 1-1/2 to NPS 8: Insulation shall be the following:
 - a. Mineral-Fiber, Preformed Pipe, Type I with factory-applied ASJ and preformed fittings with PVC jacket on fittings: 2 inch thick.

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SECTION 233113**DUCTWORK AND ACCESSORIES****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

1.2 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, supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated and intended usage/location.
- B. Shop Drawings:
 1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
 2. Factory- and shop-fabricated ducts and fittings.
 3. Duct layout indicating sizes, configuration, material and static-pressure classes.
 4. Elevation of top of ducts.
 5. Dimensions of main duct runs from building grid lines.
 6. Fittings.
 7. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
 8. Hangers and supports, including methods for duct and building attachment.

- C. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers.
1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
 2. Suspended ceiling components.
 3. Structural members to which duct will be attached.
 4. Size and location of initial access modules for acoustical tile.
 5. Penetrations of smoke barriers and fire-rated construction.
 6. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - f. Perimeter moldings.
- D. Welding certificates.

1.4 QUALITY ASSURANCE

- A. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 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 1-4, "Transverse (Girth) 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 1-5, "Longitudinal Seams - Rectangular Ducts," 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 2, "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 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.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Transverse Joints - Round Duct," 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 3-1, "Seams - Round Duct and Fittings," 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 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "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: G90.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- 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 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 positive and negative.
 7. Service: Indoor and outdoor.
 8. Service Temperature: Minus 40 to plus 200 deg F.
 9. Substrate: Compatible with galvanized sheet steel stainless steel, or aluminum.
 10. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 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.
 6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 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.

2.5 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1 "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.
- F. 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.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:
 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 2. Supports for Stainless-Steel Ducts: Stainless-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. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. 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.
- K. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

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 4, "Hangers and Supports."
- B. Building Attachments: Expansion anchors or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "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. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. 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.
- F. 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 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with **SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."**
 - 1. Space lateral supports a maximum of **40 feet** o.c., and longitudinal supports a maximum of **80 feet** o.c.
 - 2. Brace a change of direction longer than 12 feet.
- B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.
- C. Install cables so they do not bend across edges of adjacent equipment or building structure.
- D. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section "Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 START UP

- A. Air Balance: Comply with requirements in Section "Testing, Adjusting, and Balancing".

3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections on medium pressure ductwork.
- B. Leakage Tests:
 - 1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 - 2. Test for leaks before applying external insulation.
 - 3. 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.
 - 4. Determine leakage from entire system or section of system by relating leakage to surface area of test section.
 - a. Allowable Leakage, Supply Duct Systems Upstream of Terminal Boxes: 5 percent of design airflow.

5. Give seven days' advance notice for testing.

3.8 DUCT SCHEDULE

- A. Fabricate ducts as indicated and as follows:

- B. Supply Ducts:

1. Ducts Connected to Air-Handling Units.
 - a. Pressure Class: Positive 3-inch wg – upstream of terminal unit.
 - b. Pressure Class: Positive 1-inch wg – downstream of terminal unit.
 - c. Type: G90, galvanized sheet steel
 - d. SMACNA Leakage Class for Rectangular: 6 – upstream of terminal units
 - e. SMACNA Leakage Class for Round and Flat Oval: 12 - downstream of terminal unit.

- C. Return Ducts:

1. Ducts Connected to Air-Handling Units
 - a. Pressure Class: Positive or negative 1-inch wg.
 - b. Type: G90, galvanized sheet steel
 - c. SMACNA Leakage Class for Rectangular: 12
 - d. SMACNA Leakage Class for Round and Flat Oval: 12

- D. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel

- E. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Elbows."
2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "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 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-3, "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) Velocity 1000 fpm (5 m/s) or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
- 2) Velocity 1000 to 1500 fpm (5 to 7.6 m/s): 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
- 3) Velocity 1500 fpm (7.6 m/s) or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.

F. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-6, "Branch Connections."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Low loss.
2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm (5 m/s) or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s): Conical tap.
 - c. Velocity 1500 fpm (7.6 m/s) or Higher: 45-degree lateral.

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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, 23 and 26 Specification Sections, apply to this Section.

B. Related Sections include the following:

1. Section 230553 - Identification for HVAC Piping and Equipment.
2. Section 230900 - Instrumentation and Control for HVAC.
3. Section 233723 - HVAC Gravity Ventilators.

1.2 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Flange connectors.
4. Turning vanes.
5. Flexible connectors.
6. Flexible ducts.
7. Duct accessory hardware.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1. For duct silencers, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:

- a. Special fittings.
- b. Manual volume damper installations.
- c. Control damper installations.
- d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
- e. Duct security bars.
- f. Wiring Diagrams: For power, signal, and control wiring.

- C. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- D. Source quality-control reports.
- E. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.4 QUALITY ASSURANCE

- 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 AMCA 500-D testing for damper rating.

1.5 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. 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: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.
- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, and Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. 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.

2.2 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Manufacturers:
 - 1. Air Balance Inc.; a Division of Mestek, Inc.

2. American Warming and Ventilating; a Division of Mestek, Inc.
3. Cesco Products; a Division of Mestek, Inc.
4. Greenheck Fan Corporation.
5. Nailor Industries Inc.
6. Ruskin Company.
7. SEMCO Incorporated.
8. Vent Products Company, Inc.

B. Description: Gravity balanced.

C. Maximum Air Velocity: as indicated on drawings.

D. Maximum System Pressure: as indicated on drawings.

E. Frame: 0.063 inch-1-6m, thick, galvanized sheet steel with welded corners and mounting flange.

F. Blades: Multiple single-piece blades, center-pivoted, maximum 6-inch width, 0.050-inch- thick aluminum sheet with sealed edges.

G. Blade Action: Parallel.

H. Blade Seals: Extruded vinyl mechanically locked.

I. Blade Axles:

1. Material: Galvanized steel.
2. Diameter: 0.20 inch.

J. Tie Bars and Brackets: Galvanized steel.

K. Return Spring: Adjustable tension.

L. Bearings: Steel ball.

M. Accessories:

1. Adjustment device to permit setting for varying differential static pressure.
2. Counterweights and spring-assist kits for vertical airflow installations.
3. Electric actuators.
4. Chain pulls.
5. Screen Mounting: Front mounted in sleeve.
 - a. Sleeve Thickness: 20-gage minimum.
 - b. Sleeve Length: 6 inches minimum.
6. Screen Mounting: Rear mounted.
7. Screen Material: Aluminum.
8. Screen Type: Insect.
9. 90-degree stops.

2.3 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers:

- 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. Ruskin Company.
- h. Vent Products Company, Inc.

2. Standard leakage rating with linkage outside airstream.**3. Suitable for horizontal or vertical applications.****4. Frames:**

- a. Hat-shaped, galvanized-steel channels, 0.064-inch minimum thickness.
- 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. Stainless-steel sleeve.
- b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axle's full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.**B. Standard, Aluminum, Manual Volume Dampers:****1. Manufacturers:**

- 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. Ruskin Company.
- h. Vent Products Company, Inc.

2. Standard leakage rating, with linkage outside airstream.**3. Suitable for horizontal or vertical applications.****4. Frames: Hat-shaped, 0.10-inch- thick, aluminum sheet channels; frames with 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. Roll-Formed Aluminum Blades: 0.10-inch- thick aluminum sheet.
- e. Extruded-Aluminum Blades: 0.050-inch- thick extruded aluminum.

6. Blade Axles: Stainless steel.

7. Bearings:

- a. Stainless-steel sleeve.
- b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axle's full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Aluminum.

2.4 FLANGE CONNECTORS

A. Manufacturers:

- 1. Ductmate Industries, Inc.
- 2. Nexus PDQ; Division of Shilco Holdings Inc.
- 3. Ward Industries, Inc.; a Division of Hart & Cooley, Inc.

B. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

C. Material: Galvanized steel.

D. Gage and Shape: Match connecting ductwork.

2.5 TURNING VANES

A. Manufacturers:

- 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 2-3, "Vanes and Vane Runners," and 2-4, "Vane Support in Elbows."

D. Vane Construction: Single or Double wall.

E. Vane Construction: Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

2.6 FLEXIBLE CONNECTORS**A. Manufacturers:**

1. Ductmate Industries, Inc.
2. Duro Dyne Inc.
3. Ventfabrics, Inc.
4. Ward Industries, Inc.; a Division of Hart & Cooley, Inc.

B. Materials: Flame-retardant or noncombustible fabrics.**C. Coatings and Adhesives: Comply with UL 181, Class 1.****D. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches 5-3/4 inches wide attached to 2 strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel or 0.032-inch- thick aluminum sheets. Provide metal compatible with connected ducts.****E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.**

1. Minimum Weight: 26 oz. /sq. yd.
2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F.

F. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.

1. Minimum Weight: 24 oz. /sq. yd.
2. Minimum Tensile Strength: 500 lbf/inch in the warp and 440 lbf/inch in the filling.
3. Service Temperature: Minus 50 to plus 250 deg F.

2.7 FLEXIBLE DUCTS**A. Manufacturers:**

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; aluminized 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 2013 California Title 24.

C. Flexible Duct Connectors:

1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action or Nylon strap in sizes 3 through 18 inches, to suit duct size.
2. Non-Clamp Connectors: Liquid adhesive plus tape or Adhesive plus sheet metal screws.

2.8 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, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install control dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. 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.
 - 2. Install aluminum volume dampers in aluminum ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install fire and smoke dampers according to UL listing.
- H. Install flexible connectors to connect ducts to equipment.
- I. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- J. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- K. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- L. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws.
- M. 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 locations of access doors and verify that purpose of access door can be performed.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

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 1, 8 and 23 Specification Sections, apply to this Section.

B. Related Sections include the following:

1. Section 233300 – Air Duct Accessories

1.2 SUMMARY

A. Section Includes:

1. Rectangular and square ceiling diffusers.
2. Perforated diffusers.
3. Modular core supply grilles.
4. Adjustable bar registers and grilles.
5. Fixed face registers and grilles.

1.3 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.

B. 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 assembly members.
2. Method of attaching hangers to building structure.
3. Size and location of initial access modules for acoustical tile.
4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
5. Duct access panels.

C. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

A. Rectangular and Square Ceiling Diffusers:

1. Manufacturers:
 - a. Anemostat Products; a Mestek company.
 - b. Carnes.
 - c. Hart & Cooley Inc.
 - d. Krueger.
 - e. METALAIRE, Inc.
 - f. Price Industries.
 - g. Titus.
 - h. Tuttle & Bailey.
2. Material: Steel or Aluminum.
3. Finish: Baked enamel, color selected by Architect.
4. Face Size: 24 by 24 inches or as indicated on drawings.
5. Face Style: as indicated on drawings.
6. Mounting: as indicated on drawings.
7. Pattern: Adjustable.
8. Dampers: As indicated on drawings.
9. Accessories:
 - a. Equalizing grid.
 - b. Plaster ring.

B. Perforated Diffuser

1. Manufacturers:
 - a. Anemostat Products; a Mestek company.
 - b. Carnes.
 - c. Hart & Cooley Inc.
 - d. Krueger.
 - e. METALAIRE, Inc.
 - f. Price Industries.
 - g. Titus.
 - h. Tuttle & Bailey.
2. Material: Steel backpan and pattern controllers, with steel face.
3. Finish: Baked enamel, color selected by Architect.
4. Face Size: 24 by 24 inches or as indicated on drawings.
5. Duct Inlet: Square.
6. Face Style: Flush.
7. Mounting: Surface T-bar.
8. Dampers: As indicated on drawings.
9. Accessories:
 - a. Equalizing grid.
 - b. Plaster ring.

2.2 REGISTERS AND GRILLES

A. Adjustable Bar Register:

1. Manufacturers:
 - a. Anemostat Products; a Mestek company.
 - b. Carnes.
 - c. Hart & Cooley Inc.

- d. Krueger.
- e. METALAIRE, Inc.
- f. Price Industries.
- g. Titus.
- h. Tuttle & Bailey.

- 2. Material: Steel.
- 3. Finish: Baked enamel, color selected by Architect.
- 4. Face Blade Arrangement: Vertical spaced 3/4 inch apart.
- 5. Core Construction: Integral.
- 6. Rear-Blade Arrangement: Horizontal 3/4 inch apart.
- 7. Frame: 1 inch wide.
- 8. Mounting: Countersunk screw.
- 9. Damper Type: Adjustable opposed blade.

B. Return, Exhaust and Relief Grilles

- 1. Return and relief grilles in general, in classrooms and offices shall equal and similar to Titus PAR, square neck, with steel frame to match ceiling diffusers.
- 2. Side wall supply registers: Titus 300RL with extruded aluminum frame and double deflection blades. Side wall return grilles: Titus 350RL with steel frame. Provide opposed blade damper on sidewall supply.

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.

SPECIFICATIONS

**2017-05
PVC CL Building Renovations**

END OF SECTION 233713

SECTION 26 05 19

LOW-VOLTAGE 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.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 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. 1. Belden, Inc.

SPECIFICATIONS

2017-01
PVC CL Building Renovations

2. Southwire Company
3. Thomas & Betts Corporation
4. Or Equal

B. **Copper** Conductors: Comply with NEMA WC 70/ICEA S-95-658.

C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for **Type THHN/THWN-2**

2.2 CONNECTORS AND SPLICES

A. 1. 3M

2. AFC Cable Systems
3. Hubbell Power Systems
4. Or Equal

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. 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, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: **Type THHN/THWN-2, single conductors in raceway.**
- B. Exposed Feeders: **Type THHN/THWN-2, single conductors in raceway.**

- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: **Type THHN/THWN-2, single conductors in raceway.**
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: **Type THHN/THWN-2, single conductors in raceway.**
- E. Exposed Branch Circuits, Including in Crawlspace: **Type THHN/THWN-2, single conductors in raceway.**
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: **Type THHN/THWN-2, single conductors in raceway.**
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: **Type THHN/THWN-2, single conductors in raceway.**

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."

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.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

- C. Wiring at Outlets: Install conductor at each outlet, with at least **6 inches (150 mm)** 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 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test **service entrance and feeder conductors and conductors feeding the following critical equipment and services** for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.

SPECIFICATIONS

**2017-01
PVC CL Building Renovations**

2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

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SECTION 260526

GROUNDING AND BONDING 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 grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

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.
- B. 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.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. 1.Burndy

2. ERICO
3. Thomas & Betts
4. Or Equal

2.2 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 UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: **Copper** wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, **1/4 inch (6 mm)** in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

PART 3 - EXECUTION**3.1 APPLICATIONS**

- A. Conductors: Install solid conductor for **No. 8** AWG and smaller, and stranded conductors for **No. 6** AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

SPECIFICATIONS**2017-01
PVC CL Building Renovations**

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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SECTION 26 05 29

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. Section Includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Hangers.
 - b. Steel slotted support systems.
 - c. Nonmetallic support systems.
 - d. Trapeze hangers.
 - e. Clamps.
 - f. Turnbuckles.
 - g. Sockets.
 - h. Eye nuts.
 - i. Saddles.
 - j. Brackets.

1.4 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. Suspended ceiling components.
2. Structural members to which hangers and supports will be attached.
3. Size and location of initial access modules for acoustical tile.
4. Items penetrating finished ceiling, including the following:
 - a. Lighting fixtures.
 - b. Clocks
 - c. Speakers.
 - d. Fa Horns and Strobes.
 - e. Access panels.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to **ASCE/SEI 7**.
 1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified **and the system will be fully operational after the seismic event.**"
 2. Component Importance Factor: **1.0**.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.
 1. a. ERICO
 - b. Thomas & Betts
 - c. Unistrut
 - d. Or Equal
2. Material: **Galvanized steel**
3. Channel Width: **1-5/8 inches (41.25 mm)**
4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.

7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
 8. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: **Steel** hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Hilti
 - b. Or Equal
 2. 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 where used.
 - a. Hilti
 - b. Or Equal
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: **All-steel** springhead type.
 7. 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 unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as **required by** NFPA 70. Minimum rod size shall be **1/4 inch (6 mm)** in diameter.

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, **EMTs** may be supported by openings through structure members, according to NFPA 70.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete **4 inches (100 mm)** thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than **4 inches (100 mm)** thick.
 - 6. To Steel: **Spring-tension clamps**.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

END OF SECTION 260529

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**SECTION 26 05 33
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.

1.3 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A.
 - 1. Allied Tube & Conduit
 - 2. Southwire
 - 3. Wheatland Tube Company
 - 4. Or Equal
- B. 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.
- C. GRC: Comply with ANSI C80.1 and UL 6.

- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; **zinc-coated steel**.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. 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: **compression**.
 - 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 (1 mm)**, with overlapping sleeves protecting threaded joints.
- H. 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.
 - 1. CANTEX, Inc.
 - 2. Thomas & Betts
 - 3. Topaz Electric
 - 4. Or Equal
- B. 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.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: **Type EPC-40-PVC** complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.

- F. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- G. Fittings for LFNC: Comply with UL 514B.
- H. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 BOXES, ENCLOSURES, AND CABINETS

- A.
 - 1.Crouse-Hinds
 - 2.Hubbell
 - 3. Thomas & Betts
 - 4. Or Equal
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, **ferrous alloy**, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing **50 lb (23 kg)**. Outlet boxes designed for attachment of luminaires weighing more than **50 lb (23 kg)** shall be listed and marked for the maximum allowable weight.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions:**4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)**
- J. Gangable boxes **are allowed**.
- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, **Type 1**with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- L. Cabinets:
1. NEMA 250, **Type 1** galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.
 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: **GRC**
 2. Concealed Conduit, Aboveground: **EMT**
 3. Underground Conduit: RNC, **Type EPC-40-PVC**
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **LFMC**
 5. Boxes and Enclosures, Aboveground: NEMA 250, **Type 3R**
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: **EMT**
 2. Exposed, Not Subject to Severe Physical Damage: **EMT**
 3. Exposed and Subject to Severe Physical Damage: **GRC**. Raceway locations include the following:
 - a. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - b. Mechanical rooms.
 4. Concealed in Ceilings and Interior Walls and Partitions: **EMT**
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **FMC**, except use **LFMC** in damp or wet locations.
 6. Damp or Wet Locations: **GRC**
- C. Minimum Raceway Size: **3/4-inch (21-mm)** trade size.

- D. 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 **compression, steel** fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds **120 deg F (49 deg C)**.

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 (150 mm)** 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 (300 mm)** 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 (300 mm)** 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. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. 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 (35mm)** trade size and insulated throat metal bushings on **1-1/2-inch (41-mm)** trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. 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.
- P. Cut conduit perpendicular to the length. For conduits **2-inch (53-mm)** trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- R. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of **72 inches (1830 mm)** of flexible conduit for **recessed and semirecessed luminaires**, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

- S. 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 **bottom** of box unless otherwise indicated.
- T. 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.
- U. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- V. Locate boxes so that cover or plate will not span different building finishes.
- W. 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.
- X. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 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

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SECTION 26 05 44

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND 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. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
- 2. Sleeve-seal systems.
- 3. Sleeve-seal fittings.
- 4. Grout.
- 5. Silicone sealants.

B. Related Requirements:

- 1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

- 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; **0.0239-inch (0.6-mm)** minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.
- E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.
- F. Sleeves for Rectangular Openings:
 1. Material: Galvanized sheet steel.
 2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than **50 inches (1270 mm)** and with no side larger than **16 inches (400 mm)**, thickness shall be **0.052 inch (1.3 mm)**.
 - b. For sleeve cross-section rectangle perimeter **50 inches (1270 mm)** or more and one or more sides larger than **16 inches (400 mm)**, thickness shall be **0.138 inch (3.5 mm)**.

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 1. Sealing Elements: **EPDM, Nitrile (Buna N)** rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 2. Pressure Plates: **Stainless steel**.
 3. Connecting Bolts and Nuts: **Stainless steel** of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: **5000-psi (34.5-MPa)**, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION**3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS**

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

3. Size pipe sleeves to provide [**1/4-inch (6.4-mm)**] <Insert dimension> annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed[**or unless seismic criteria require different clearance**].
 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using **steel** pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for **1-inch (25-mm)** annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for **1-inch (25-mm)** annular clear space between raceway or cable and sleeve for installing sleeve-seal system.
- 3.2 SLEEVE-SEAL-SYSTEM INSTALLATION
- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
 - B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- 3.3 SLEEVE-SEAL-FITTING INSTALLATION
- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
 - B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
 - C. Secure nailing flanges to concrete forms.
 - D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

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SECTION 26 05 48

VIBRATION AND SEISMIC CONTROLS 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. Isolation pads.
 - 2. Spring isolators.
 - 3. Restrained spring isolators.
 - 4. Channel support systems.
 - 5. Restraint cables.
 - 6. Hanger rod stiffeners.
 - 7. Anchorage bushings and washers.
- B. Related Sections include the following:
 - 1. Section 260529 "Hangers and Supports for Electrical Systems" for commonly used electrical supports and installation requirements.

1.3 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by **an agency acceptable to authorities having jurisdiction**.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For **vibration isolation and** seismic-restraint details 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. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other electrical Sections for equipment mounted outdoors.
 2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
 3. Field-fabricated supports.
 4. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events.
 - c. Preapproval and Evaluation Documentation: By **an agency acceptable to authorities having jurisdiction**, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- 1.5 INFORMATIONAL SUBMITTALS
- A. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.

- B. Qualification Data: For **professional engineer and testing agency**.
- C. Welding certificates.
- D. Field quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

- 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:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
 - 1. California Dynamics Corporation.

2. [Vibration Isolation](#).
 3. [Vibration Mountings & Controls, Inc.](#)
 4. Or Equal
- D. Pads : Arrange in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
1. Resilient Material: Oil- and water-resistant **neoprene**
- E. Spring Isolators : Freestanding, laterally stable, open-spring isolators.
1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. Baseplates: Factory drilled for bolting to structure and bonded to **1/4-inch- (6-mm-)** thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to **500 psig (3447 kPa)**.
 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- F. Restrained Spring Isolators : Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to **1/4-inch- (6-mm-)** thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 2. Restraint: Seismic or limit-stop as required for equipment and authorities having jurisdiction.
 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.2 SEISMIC-RESTRAINT DEVICES

- 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:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide or a comparable product by one of the following:
1. Cooper B-Line, Inc.; a division of Cooper Industries.
 2. Hilti Inc.
 3. Unistrut; Tyco International, Ltd.
 4. Or Equal
- D. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by **an agency acceptable to authorities having jurisdiction.**
1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least **four** times the maximum seismic forces to which they will be subjected.
- E. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- F. Restraint Cables: **ASTM A 603 galvanized-** steel cables with end connections made of steel assemblies with thimbles, brackets, swivels, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- G. Hanger Rod Stiffener: **Steel tube or steel slotted-support-system sleeve with internally bolted connections** to hanger rod. Do not weld stiffeners to rods.
- H. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- I. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- J. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- K. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- L. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid

mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
 - 1. Powder coating on springs and housings.
 - 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
 - 3. Baked enamel or powder coat for metal components on isolators for interior use.
 - 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by **an agency acceptable to authorities having jurisdiction**.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
1. Install restrained isolators on electrical equipment.
 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
 3. Install seismic-restraint devices using methods approved by **an agency acceptable to authorities having jurisdiction** providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:
1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
 5. Set anchors to manufacturer's recommended torque, using a torque wrench.
 6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 - 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 - 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 - 4. Test at least **four** of each type and size of installed anchors and fasteners selected by Architect.
 - 5. Test to 90 percent of rated proof load of device.
 - 6. Measure isolator restraint clearance.
 - 7. Measure isolator deflection.
 - 8. Verify snubber minimum clearances.
 - 9. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548

SECTION 26 05 53

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. Warning labels and signs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 **and IEEE C2.**
- 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.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 - 1. **Black letters on an orange field.**
 - 2. Legend: Indicate voltage **and system or service type.**
- B. Warning labels and signs shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR **36 INCHES (915 MM).**"

2.3 LABELS

- A. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Snap-Around Labels for Raceways and Cables Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters of raceways they identify, and that stay in place by gripping action.
- C. Self-Adhesive Labels:
 - 1. **Preprinted 3-mil- (0.08-mm-)** thick, **polyester** flexible label with acrylic pressure-sensitive adhesive.
 - a. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized to fit the **cable** diameter, such that the clear shield overlaps the entire printed legend.
 - 2. **Polyester**, thermal, transfer-printed, **3-mil- (0.08-mm-)** thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
 - a. Nominal Size: **3.5-by-5-inch (76-by-127-mm).**
 - 3. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 4. Marker for Tags: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

2.4 BANDS AND TUBES:

- A. Snap-Around, Color-Coding Bands for Raceways and Cables: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameters of raceways or cables they identify, and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around cables they identify. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

2.5 TAPES AND STENCILS:

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- C. Tape and Stencil for Raceways Carrying Circuits 600 V or Less: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

2.6 Signs

- A. Baked-Enamel Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal Size: 7 by 10 inches (180 by 250 mm).
- B. Metal-Backed Butyrate Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch (1-mm) galvanized-steel backing and with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal Size: 10 by 14 inches (250 by 360 mm).
- C. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Engraved legend.
 - 2. Thickness:

- a. For signs up to 20 sq. inches (129 sq. cm), minimum 1/16-inch- (1.6-mm-).
- b. For signs larger than 20 sq. inches (129 sq. cm), 1/8 inch (3.2 mm) thick.
- c. Engraved legend with **black letters on white face.**
- d. **Self-adhesive.**
- e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 5. Color: Black.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- G. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.
- J. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- K. 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 (15-m)** maximum intervals in straight runs, and at **25-foot (7.6-m)** maximum intervals in congested areas.

3.3 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than **30 A** and **120 V** to Ground: Identify with **self-adhesive vinyl label** Install labels at **10-foot (3-m)** maximum intervals.

- 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 **service, 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. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of **6 inches (150 mm)** 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 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 unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: **Engraved, laminated acrylic or melamine plastic label, punched or drilled for mechanical fasteners.** Unless otherwise indicated, provide a single line of text with **1/2-inch- (13-mm-)** high letters on **1-1/2-inch- (38-mm-)** high label; where two lines of text are required, use labels **2 inches (50 mm)** high.
 - b. Outdoor Equipment: **Engraved, laminated acrylic or melamine label.**
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless labels are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment To Be Labeled:

SPECIFICATIONS

2017-01
PVC CL Building Renovations

- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a **self-adhesive, engraved**, laminated acrylic or melamine label.
- b. Enclosures and electrical cabinets.
- c. Access doors and panels for concealed electrical items.
- d. Contactors.
- e. Remote-controlled switches, dimmer modules, and control devices.

END OF SECTION 260553

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SECTION 26 09 23

LIGHTING CONTROL 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. Standalone daylight-harvesting switching and dimming controls.
 - 2. Indoor occupancy and vacancy sensors.
 - 3. Switchbox-mounted occupancy sensors.
- B. Related Requirements:
 - 1. Section 262726 "Wiring Devices" for wall-box dimmers, non-networkable wall-switch occupancy sensors, and manual light switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Show installation details for the following:
 - a. Occupancy sensors.
 - b. Vacancy sensors.
 - 2. Interconnection diagrams showing field-installed wiring.
 - 3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and elevations, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Suspended ceiling components.
 - 2. Structural members to which equipment will be attached.

3. Items penetrating finished ceiling, including the following:
 - a. Luminaires.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - f. Control modules.

- B. Field quality-control reports.
- C. Sample Warranty: For manufacturer's warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in operation and maintenance manuals.
- B. Software and Firmware Operational Documentation:
 1. Software operating and upgrade manuals.
 2. Program Software Backup: **[On USB media] [On manufacturer's website]**. Provide names, versions, and website addresses for locations of installed software.
 3. Device address list.
 4. Printout of software application and graphic screens.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace lighting control devices that fail(s) in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of lighting control software.
 - b. Faulty operation of lighting control devices.
 2. Warranty Period: **Two** year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DAYLIGHT-HARVESTING SWITCHING CONTROLS

- A. Description: System operates indoor lighting.
- B. Sequence of Operation: As daylight increases, the lights are turned off at a predetermined level. As daylight decreases, the lights are turned on at a predetermined level.

1. Lighting control set point is based on two lighting conditions:
 - a. When no daylight is present.
 - b. When significant daylight is present (target level).
 - c. System programming is done with two hand-held, remote-control tools.

- C. Ceiling-Mounted Switching Controls: Solid-state, light-level sensor unit, with **integrated** power pack, that detects changes in indoor lighting levels that are perceived by the eye.

- D. Ceiling-Mounted Switching Controls: Solid-state, light-level sensor unit, with separate power pack **mounted on luminaire**, that detects changes in indoor lighting levels that are perceived by the eye.

- E. Electrical Components, Devices, and Accessories:
 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Operating Ambient Conditions: Dry interior conditions, **32 to 120 deg F (0 to 49 deg C)**.
 3. Sensor Output: Contacts rated to operate the associated power pack, complying with UL 773A. Sensor shall be powered by the power pack.
 4. Sensor Output: Digital signal compatible with power pack.
 5. Sensor type: **Open loop**
 6. Zone: **Single**
 7. Power Pack: Dry contacts rated for **20-A ballast or LED** load at 120- and 277-V ac, for **13-A tungsten** at 120-V ac, and for **1 hp** at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
 - a. LED status lights to indicate load status.
 - b. Plenum rated.
 8. Power Pack: Digital controller capable of accepting **3** RJ45 inputs with **[wo]** outputs rated for **20-A LED** load at 120- and 277-V ac, for **[16-A ballast]** [**or LED** at 120- and 277-V ac, and for **1 hp** at 120-V ac. Sensor has 24-V dc Class 2 power source, as defined by NFPA 70.
 - a. With integral current monitoring
 - b. Compatible with digital addressable lighting interface.
 - c. Plenum rated.
 9. General Space Sensors Light-Level Monitoring Range: **10 to 200 fc (108 to 2152 lux)**, with an adjustment for turn-on and turn-off levels within that range.
 10. Atrium Space Sensors Light-Level Monitoring Range: **100 to 1000 fc (1080 to 10 800 lux)**, with an adjustment for turn-on and turn-off levels within that range.
 11. Skylight Sensors Light-Level Monitoring Range: **1000 to 10,000 fc (10 800 to 108 000 lux)**, with an adjustment for turn-on and turn-off levels within that range.
 12. Time Delay: Adjustable from 5 to 300 seconds to prevent cycling.
 13. Set-Point Adjustment: Equip with deadband adjustment of 25, 50, and 75 percent above the "on" set point, or provide with separate adjustable "on" and "off" set points.

14. Test Mode: User selectable, overriding programmed time delay to allow settings check.
15. Control Load Status: User selectable to confirm that load wiring is correct.
16. Indicator: Two digital displays to indicate the beginning of on-off cycles.

2.2 INDOOR OCCUPANCY AND VACANCY SENSORS

A. General Requirements for Sensors:

1. **Ceiling-mounted**, solid-state indoor **occupancy and vacancy** sensors.
2. **Dual** technology.
3. **Integrated** power pack.
4. **hardwired** connection to switch **and BAS and lighting control system**.
5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
6. Operation:
 - a. Occupancy Sensor: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 - b. Vacancy Sensor: Unless otherwise indicated, lights are manually turned on and sensor turns lights off when the room is unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 - c. Combination Sensor: Unless otherwise indicated, sensor shall be programmed to turn lights on when coverage area is occupied and turn them off when unoccupied, or to turn off lights that have been manually turned on; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
7. Sensor Output: **Contacts rated to operate the connected relay, complying with UL 773A sensor is powered from the power pack**].
8. Power: **Line voltage**
9. Power Pack: Dry contacts rated for 20-A **ballast or LED** load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
10. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.
 - b. Relay: Externally mounted through a **1/2-inch (13-mm)** knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
11. Indicator: Digital display, to show when motion is detected during testing and normal operation of sensor.
12. Bypass Switch: Override the "on" function in case of sensor failure.
13. Automatic Light-Level Sensor: Adjustable from **2 to 200 fc (21.5 to 2152 lux)**; turn lights off when selected lighting level is present.

- B. Dual-Technology Type: **Ceiling** mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.
1. Sensitivity Adjustment: Separate for each sensing technology.
 2. Detector Sensitivity: Detect occurrences of **6-inch- (150-mm-)** minimum movement of any portion of a human body that presents a target of not less than **36 sq. in. (232 sq. cm)**, and detect a person of average size and weight moving not less than **12 inches (305 mm)** in either a horizontal or a vertical manner at an approximate speed of **12 inches/s (305 mm/s)**.
 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of **1000 sq. ft. (93 sq. m)** when mounted on a **96-inch- (2440-mm-)** high ceiling.
 4. Detection Coverage (Room, Wall Mounted): Detect occupancy anywhere within a 180-degree pattern centered on the sensor over an area of [**1000 square feet (110 square meters)**] [**2000 square feet (220 square meters)**] [**3000 square feet (330 square meters)**] when mounted **48 inches (1200 mm)** above finished floor.

2.3 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than **No. 18** AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than **No. 14** AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.
- B. Examine walls and ceilings for suitable conditions where lighting control devices will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SENSOR INSTALLATION

- A. Comply with NECA 1.
- B. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- C. Install and aim sensors in locations to achieve not less than 90-percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.3 CONTACTOR INSTALLATION

- A. Comply with NECA 1.
- B. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.4 WIRING INSTALLATION

- A. Comply with NECA 1.
- B. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is **1/2 inch (13 mm)**.
- C. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- D. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- E. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.5 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to evaluate lighting control devices and perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections **with the assistance of a factory-authorized service representative**:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Lighting control devices will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within **12** months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied conditions. Provide up to **two** visits to Project during other-than-normal occupancy hours for this purpose.
 - 1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.
 - 2. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.
 - 3. Align high-bay occupancy sensors using manufacturer's laser aiming tool.

3.8 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for **two** years.
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within **two** years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: At least **30** days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.

3.9 DEMONSTRATION

- A. Coordinate demonstration of products specified in this Section with demonstration requirements for low-voltage, programmable lighting control systems specified in Section 260943.16 "Addressable-Luminaire Lighting Controls" and Section 260943.23 "Relay-Based Lighting Controls."

Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.

END OF SECTION 260923

SECTION 26 27 26

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. Straight-blade convenience receptacles.
 - 2. GFCI receptacles.
 - 3. Toggle switches.
 - 4. Wall plates.

1.3 DEFINITIONS

- A. Abbreviations of Manufacturers' Names:
 - 1. Cooper: Cooper Wiring Devices; Division of Cooper Industries, Inc.
 - 2. Hubbell: Hubbell Incorporated: Wiring Devices-Kellems.
 - 3. Leviton: Leviton Mfg. Company, Inc.
 - 4. Pass & Seymour: Pass& Seymour/Legrand.
- B. BAS: Building automation system.
- C. EMI: Electromagnetic interference.
- D. GFCI: Ground-fault circuit interrupter.
- E. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- F. RFI: Radio-frequency interference.
- G. SPD: Surge protective device.
- H. UTP: Unshielded twisted pair.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

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 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.
- D. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STRAIGHT-BLADE RECEPTACLES

- A. Duplex Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Hubbell
 - 2. Leviton

3. Or Equal

2.3 GFCI RECEPTACLES

A. General Description:

1. 125 V, 20 A, straight blade, **feed-through** type.
2. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles:

1. Hubbell
2. Leviton
3. Or Equal

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. Single Pole:
 - a. Hubbell
 - b. Leviton
 - c. Or Equal
2. Three Way:
 - a. Hubbell
 - b. Leviton
 - c. Or Equal

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: **Smooth, high-impact thermoplastic.**
 3. Material for Unfinished Spaces: **Smooth, high-impact thermoplastic.**
 4. Material for Damp Locations: **Thermoplastic** with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant **thermoplastic** with lockable cover.

2.6 FINISHES

- A. Device Color:
1. Wiring Devices Connected to Normal Power System: **As selected by Architect** unless otherwise indicated or required by NFPA 70 or device listing.
 2. Wiring Devices Connected to Emergency Power System: **Red.**
- 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. Pigtailing 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 (152 mm)** 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 **up** and on horizontally mounted receptacles to the **right**.

- 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 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 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.

3.4 FIELD QUALITY CONTROL

- A. Test Instruments: Use instruments that comply with UL 1436.
- B. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- C. Perform the following tests and inspections:
 1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- D. Tests for Convenience Receptacles:
 1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- E. Test straight-blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than **4 oz. (115 g)**.
- F. Wiring device will be considered defective if it does not pass tests and inspections.

- G. Prepare test and inspection reports.

END OF SECTION 262726

END OF BID PACKET