FRENCH

Specifications Manual

Livonia Public Schools

Pool Filtration Projects
Franklin High School
Churchill High School

2024-042

12.10.2025

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SECTION 00 2000 – INSTRUCTIONS TO BIDDERS

DRAFT

AIA® Document A701® – 2018

Instructions to Bidders

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

«Livonia Public Schools – Franklin High School and Churchill High School – Pool Filtration Projects»
«Livonia, MI »

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

«Livonia Public Schools »« »
« 15125 Farmington Rd »
«Livonia, MI 48154 »

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

«French Associates»«»
«2851 High Meadow Circle
Suite 100
Auburn Hills, MI 48326»
«Telephone Number: 248-656-1377»

TABLE OF ARTICLES

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

«by email »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

« »

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

« email »

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

« Bid Bond or Certified Check equal to 5% of bid for all bids exceeding $50,000 »

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

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

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

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« as indicated in the Advertisement for Bids »

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

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

« »

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

« »

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

« »

.4 Building Information Modeling Exhibit, if completed:

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »

SECTION 00 2500 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUMMARY

A. The requirements of AIA DOCUMENT A701 – 2017 Edition – INSTRUCTIONS TO BIDDERS, apply to this BID except as modified by the CONTRACT DOCUMENTS. References to the "Instructions to Bidders" hereinafter shall mean the above-titled document.

B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the BID.

C. Any provisions of the Instructions to Bidders that are modified by the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 2 – BIDDER'S REPRESENTATOINS

A. 2.1, add the following to

2.1.5 Bids shall be based on products indicated in the documents. Bidder's proposed substitutions shall be detailed and separated from the Base Bid Price Proposal as the Bidder's Voluntary Alternates. **Bidder's Voluntary Alternates WILL NOT form the Bidder's Base Bid Proposal Price.** Provide information on a separate sheet stating cost differences, design differences and technical criteria interfacing with adjacent work.

2.1.6 Fair Employment Practice: The bidder, its sub-bidder and agents shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, sex, color, religion, national origin, age, height, weight or marital status.

ARTICLE 3 – BIDDING DOCUMENTS

A. 3.1 COPIES, add the following:

3.1.5 The drawings and specifications are the property of the architect and must be returned in good order to the architect within ten days of the receiving of proposals.

B. 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS, add the following:

3.2.4 Bidders and sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error discovered in examining the documents or site and location conditions so that the Architect may issue written clarifications to all bidders. Deadline for addendum response to inquiries is five days prior to the established bid due date. The Architect may issue Addenda before receipt of bids to modify the documents. In the space provided in the bid form, bidders shall acknowledge receipt of such addenda.

C. 3.3 SUBSTITUTIONS, add the following:

3.3.5 Substitutions: The bidder shall furnish materials as specified and equipment by specified manufacturers, according to provisions of Specification Section 016000. The Bidder's submission of voluntary alternatives and substitutions shall NOT FORM the Base Bid Price of the proposal, but are listed therein for consideration by the Owner and Architect as proposed substitutions.
If accepted, base bid price will be adjusted by the amount listed. (Attach additional sheets using

bidder letterhead in the event that more space is required.)

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

A. 4.1 PREPARATION OF BIDS, add the following:

4.1.8 Bids shall be submitted in duplicate on forms furnished. The copies shall be enclosed in a sealed opaque envelope marked "Sealed Bid for Livonia Public Schools – Franklin High School and Churchill High School – Pool Filtration Projects". Bid security is required.

B. 4.2 BID SECURITY, add the following:

4.2.4 Bid security shall be for 5% of the bid amount in the form of a certified check or satisfactory bid bond with a surety licensed to do business in the State of Michigan. Surety bond shall be an AIA Document A310 Bid Bond.

C. 4.3 SUBMISSION OF BIDS, add the following:

4.3.5 Sealed bids will be received as noted in the Advertisement for Bids and Bid Form. Bids will be opened publicly and read aloud by the District or the Designee.

4.3.6 Taxes: The bid affirms that payment of applicable federal, state and local taxes are included therein.

4.3.7 Unit Prices: Unit prices shall govern authorized changes in the work and shall include all charges for supervision, overhead and profit and shall be applied to new quantities. The percentages stipulated under the "Overhead and Profit" paragraph below shall not be added to the unit prices stipulated under this article. Unit prices shall be used as a basis for determining cost or credit to the Owner, resulting from a change in work, per Article 7 of the Conditions of the Contract.

D. 4.4 MODIFICATOIN OR WITHDRAWAL OF BID, add the following:

4.4.5 After receipt of bids, they shall remain firm for (ninety) 90 calendar days.

ARTICLE 6 – POST-BID INFORMATION

A. Paragraph 6.3.1, add the following:

.4 Cost Itemizations: The bidder shall submit reasonably accurate cost itemizations within seventy-two (72) hours after the time for receipt of bids, as required by the Owner. It is understood that cost itemizations will be required for the Owner's information and accounting purposes.

.5 Proposed Subcontractors: Within forty-eight (48) hours of the due date and the time of receiving of proposals, the apparent low bidder(s) (General Contractor[s]), shall submit to the Architect, his complete list of sub contractors for the combined work of all trades. The Contractors being considered for the contract award will be notified as soon as possible after the initial review of the proposals. Indicate proposed mechanical and electrical subcontractors on the Form of Proposal.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 BOND REQUIREMENTS, add the following to 7.1.1:

.1 Bonds must be secured with a surety licensed to do business in the State of Michigan.

B. 7.1 BOND REQUIREMENTS, also add the following:

7.1.3 Bonds: Prior to the signing of the contract of which these conditions shall be a part, the general contractor shall furnish performance bonds and labor and material payment bonds in such form as the Owner may require. Such bonds must be with a recognized corporate surety company licensed to do business in the State of Michigan. The general contractor's bond shall be for the full amount of the contract, including mechanical and electrical trades.

7.1.4 The accepted bidder shall be required to provide and pay for a satisfactory Performance Bond and Labor and Materials Payment Bond with a surety licensed to do business in the State of Michigan in the amount of 100% of the contract sum if over $50,000.

.1 The Owner may request Performance Bond and Labor and Material Payment Bond for contracts less than $50,000.00 and in this case, the cost would be reimbursed by the Owner.

END OF SECTION 00 2500

SECTION 00 4000 - FORM OF PROPOSAL

NAME OF BIDDER: _____

We, the undersigned, agree to enter into a contract with Livonia Public Schools (here after called the Owner) to provide all labor, material and equipment necessary for the combined work for the project as proposed in accordance with the drawings and specifications prepared by French Associates, Inc.

PROJECT NAME:

Proposal No 1: **Livonia Public Schools Franklin High School and Churchill High School – Pool Filtration Projects** for the sum of**:**

_____ Dollars

$ _____

VOLUNTARY ALTERNATES: The following voluntary alternates are offered by the respective Bidder. The undersigned understands and agrees that the following amounts WILL NOT be included as part of the Base Bid Proposal Price. Voluntary Alternates which may be accepted by the Owner will be added or deducted from the Base Bid Proposal Price upon agreement with the successful Bidder.

1. _____

ADD / DEDUCT: _____ Dollars. $ _____

2. _____

ADD / DEDUCT: _____ Dollars. $ _____

SITE VISITATION:

Each contractor has an opportunity to visit each site to familiarize themselves and confirm the scope of work outlined in the Summary.

Sites visited: Yes □ No □ Date _____

Acceptance of Proposal: In accepting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in the bidding process or accept any bid, when in the opinion of the Owner, such action will serve the best interests of Livonia Public Schools.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX NO.: _____

SIGNATURE: _____ (signature is required)

TITLE: _____

DATE: _____

WITNESS BY: _____
(Sealed, if bid is by corporation)

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the Board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy.
(School District / Name) _____ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

_____

_____

_____

_____

PRINT:
Company Name _____ Phone_____

Street Address_____

City / State / Zip_____

Company Officer_____ Title_____

Officer's Signature_____ Date_____

STATE OF MICHIGAN)
) SS
COUNTY OF)
On this _____day of_____, 20_, before me a Notary Public in and for said county, personally appeared_____ agent of the said firm _____and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

END OF SECTION 00 4000

SECTION 00 6000 – OWNER/CONTRACTOR AGREEMENT AS MODIFIED

DRAFT

AIA® Document A101® – 2017

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

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

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

«Livonia Public Schools »« »
« 15125 Farmington Rd »
«Livonia, MI 48154 »

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

« »« »
« »
« »
« »

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

«Livonia Public Schools – Franklin High School and Churchill High School– Pool Filtration Projects»
«Livonia, MI »

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

«French Associates»«»
«2851 High Meadow Circle
Suite 100
Auburn Hills, MI 48326»
«Telephone Number: 248-656-1377»
«»

The Owner and Contractor agree as follows.

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

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

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

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

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« X »] By the following date: « »

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

Portion of Work	Substantial Completion Date
	xx/xx/xxxx

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 1st » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «60 » (« sixty») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«10% »

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

« »

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

« »

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

« »

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

« »

§ 5.3 Interest

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

« »
« »
« »

« »

§ 6.2 Binding Dispute Resolution

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

[« X »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

Contractor to obtain Insurance and Bonds as required by the Specifications.

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« Andrea Oquist »« Superintendent »	« »« »
(Printed name and title)	*(Printed name and title)*

SECTION 00 7000 – GENERAL CONDITIONS AS MODIFIED

DRAFT

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
«Livonia Public Schools Franklin High School and Churchill High School – Pool Filtration Project»
«Livonia, MI »

THE OWNER:
«Livonia Public Schools »« »
« 15125 Farmington Rd »
«Livonia, MI 48154 »

THE ARCHITECT:
(Name, legal status and address)
«French Associates»«»
«2851 High Meadow Circle
Suite 100
Auburn Hills, MI 48326»
«Telephone Number: 248-656-1377»

TABLE OF ARTICLES

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

INDEX
(Topics and numbers in bold are section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SECTION 00 7500 - SUPPLEMENTARY GENERAL CONDITIONS

SUMMARY

A. The requirements of AIA DOCUMENT A201 – 2007 Edition – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, apply to this CONTRACT except as modified by the CONTRACT DOCUMENTS. References to the "General Conditions" hereinafter shall mean the above-titled document.

B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the CONTRACT.

C. Make certain that all subcontractors have access to and are made aware of the provisions of the DIVISION 01 SECTIONS in addition to the trade SECTIONS of the SPECIFICATIONS and other applicable CONTRACT DOCUMENTS.

D. Any provisions of the General Conditions that are modified by the SUPPLEMENTARY CONDITIONS or the DIVISION 01 SECTIONS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

A. 1.1 BASIC DEFINITIONS:

1. Paragraph .1.5 the DRAWINGS: AT THE END OF 1.1.5, add:

The Drawings that are partially diagrammatic shall not be scaled for rough-in measurements nor serve as shop drawings.

2. After Paragraph 1.1.8, add:

1.1.8 FURNISH

Means the procurement or fabrication of materials, equipment, or components, or the performance of services to the extent indicated or specified. Where used with respect to materials, equipment, or components, the term shall include delivery to the Project Site but is not intended to include the installation of the item, either temporary or final.

1.1.9 INSTALL

Means the placement of materials, equipment, or components, including the receiving, unloading, transporting, storage, and installing, and the performance of such testing and finish work as is compatible with the degree of installation specified.

1.1.10 PROJECT SITE

The area where the actual construction takes place and the limited adjacent areas as indicated in the Contract Documents.

1.1.11 PROVIDE

Means to furnish and install, complete and in place, including all accessories, finishes, tests, and services as required to render the item so specified completely ready for use.

B. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1. To 1.2.3, add:

a. In the case of an inconsistency between the Drawings and the Specifications, the better quality or greater quantity of Work shall be provided unless directed otherwise by the Architect.

2. Add:

1.2.4 No guarantee of the accuracy of location of existing work, including piping, sewers, wiring, ducts, structural members and the like shown on the Drawings, or shown on reference drawings of the existing building can be given. Nor shall the Architect-Engineer assume any responsibility for the accurate location of such work. The Contractor shall have complete responsibility for the reasonable protection of existing construction whether underground, aboveground, exposed or concealed and whether shown accurately or not shown on the Drawings. The Contractor shall verify the location of all existing construction before proceeding with the Work.

1.2.5 The Documents contemplate a complete project wherein all items and systems are complete within themselves and in proper quantities and all items and systems are connected properly to other items and/or systems as required to make the project complete and without discontinuities.

1.2.6 Where any item may through oversight be omitted from schedules, Drawings or Specifications or for which no symbol or other instruction or other designation is given for identification, such items in the absence of any definite instructions from the Architect shall be furnished and installed to correspond with adjacent items or similar items for which information is given.

ARTICLE 2 – OWNER

A. 2.1 GENERAL, add:

2.1.3 The term “Owner’s Representative” shall mean the person designated by the OWNER as having authority to act within the rights and responsibilities of the OWNER according to the terms of the Contract Documents.

B. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

1. To 2.2.3, add:

.1 Property lines (when adjacent to the WORK), location ties, and elevations of all structures to be built under this Contract are shown on the Drawings. Elevations shown for various parts of the Work are taken from an established or assumed bench mark datum, as indicated. In case of conflict therein, notify the Architect in writing prior to commencing Work.

.2 The Contractor shall avoid damage to or removal of existing benchmarks and monuments wherever possible. If such damage or removal is necessitated by operations of this Contract, the Contractor shall repair damaged items, and where feasible, replace or relocate such items, all at no cost to the owner.
The Contractor shall be held responsible to see that such replaced or repaired

topographical items are accurate and correct.

.3 The Contractor shall accurately lay out the Work in conformance with indicated locations. He shall establish temporary benchmarks, stakes, and other markers as may be required for the WORK.

ARTICLE 3 – CONTRACTOR

A. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

1. To 3.2.2 add:

.1 The Contractor's report to the Architect regarding discrepancies shall be in writing.
.2 See also the requirement from the Owner regarding Asbestos, under Article 2. B.

2. To 3.2.4 add:

.1 Any work performed by the Contractor or a Subcontractor without a Written Order or Agreement shall be deemed a part of the work required by the Contract. The Contractor or a Subcontractor shall not be entitled to receive any additional compensation for extra work unless the Owner, by its consent in writing, agrees to pay therefore prior to the commencement of the extra work; the price of alterations or extras to be done shall be fixed or agreed to in writing. The Contractor or a Subcontractor cannot make alterations unless an agreement of the Owner and the Architect to do such work is obtained in writing. If extra work is deemed necessary by the Contractor, or a Subcontractor, immediate notice thereof shall be given to the Owner and the Architect in writing.

B. 3.4 LABOR AND MATERIALS:

1. To 3.4.1 add:

Make all necessary arrangements for, and provide and maintain temporary construction services referred to in 3.4.1 and described in DIVISION 01 SECTIONS as necessary for the work of all workmen employed on the project, until completion and acceptance of the project by the Owner, or until no longer required. When no longer required, discontinue the service and remove all paraphernalia. Bear all costs, except as otherwise specified under each particular system described.

2. Add:

3.4.4 All materials and workmanship shall be first-class in every respect and, unless otherwise specified, all products shall be new and of the latest design. Should any disputes arise as to the quality and fitness of workmanship, products or items, the decisions shall rest strictly with the Architect, and shall be based upon the requirements of the Contract Documents. The Contractor shall, if required by the Architect, furnish evidence as to kind and quality of materials.

3.4.5 In general, it is the intent of the Specifications to permit the use of products of approved manufacture so long as they are fully consistent, in the opinion of the Architect, with the quality and performance requirements of the Project. The conditions and procedures governing proposed substitutions are specified in Section

016000.

3.4.6 The provisions of standards and specifications of technical and trade organizations, underwriting agencies and similar groups that are referred to in these SPECIFICATIONS, govern the quality of products and workmanship to the extent referenced. Where products or work is specified to be in conformity with Standard Specifications of well-know or recognized technical and trade organizations, but no tests are specifically stipulated in connection therewith, the Contractor shall, on request, furnish any test or certification required by the Architect to shown that the proposed products meet with the applicable specifications, all at no cost to the Owner.

3.4.7 Products containing asbestos shall neither be proposed nor used on this Project. However, if the Contractor becomes aware of a product that contains asbestos that was inadvertently specified, the Contractor shall alert the Architect, in writing, and the Architect will direct the Contractor on an alternate product. The Contractor will be required to sign a statement that he will only install asbestos free products.

C. 3.7 PERMITS, FEES AND NOTICES, add:

3.7.5 Provide products and execute the work, including tests and inspections, in accordance with Government laws and ordinances and referenced codes and standards compliance with the applicable provisions of the Federal, State and Local current as of the issue date of this Specification, except where requirements of the contract documents modify portions of such governing laws, ordinances, codes and standards.

D. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, TO 3.12.5 add:

Submit shop drawings, product data and samples per Division 01 3300 “Submittal Procedures.”

E. 3.15 CLEANING UP, add:

3.15.3 Remove all hazardous substances related to construction work to a state-licensed hazardous substance disposal site using closed and sealed containers. Remove all combustible debris to a state-licensed solid waste disposal site. No burning of debris or rubbish will be permitted at the site. OWNER is responsible for removal and disposal of existing hazardous substances.

F. Add paragraph 3.19 EQUAL OPPURTUNITY as follows:

3.19.1 The Contractor and all Subcontractors shall maintain policies of employment as follows:

.1 Do not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

.2 In all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

A. 4.1 ARCHITECT, add:

4.1.4 The Architect for this Project is French Associates, Inc. The term Architect is synonymous with the term ARCHITECT-ENGINEER (A/E).

ARTICLE 5 – SUBCONTRACTORS

A. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK; to 5.2.1, Add:

.1 The above list shall be submitted within ten days of notice of award of Contract.

.2 The submission of such list shall be construed to mean that the Contractor has solicited bids from, and has selected, subject to approval, qualified, responsible persons, contractors, or entities fully capable of producing the particular end results required to provide a complete facility for the Owner.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS, add:

6.1.5 When Owner-furnished or Separate-Contractor-furnished equipment or material is to be utilized by the Contractor at the construction site, jointly inventory such equipment or material with the Party involved, mutually agreeing as to condition and quantities. Upon completion of the inventory, accept the equipment or material and give the Party involved a signed receipt. The Contractor shall then be responsible for the equipment or material, its protection from damage and availability for installation.

In the absence of such a joint inventory, the Contractor assumes full responsibility for such equipment or material when it comes into his possession. If the Owner or Separate Contractor fails to furnish the equipment or material within the time specified or if none is specified within a reasonable time, an equitable adjustment shall be made pursuant to provisions of the changes clause of the General Conditions.

.1 Such equipment or material will be furnished to the Contractor by any one or all of the following means. Demurrage charges resulting from delay on the part of the Contractor in any of these procedures shall be paid by the Contractor.

a. Stored on site.
b. Supplied FOB site, commercial carrier, for unloading at the site by the Contractor
c. Shipped to points designed by the Contractor upon prior agreement with the Party involve.

.2 Shop drawings and material lists for all Owner-furnished or separate-Contractor-furnished equipment or material will be furnished to Contractor. The shop drawings will indicate the specific characteristics of such equipment or material but will not necessarily show the exact methods of installation in the work of this Contract. Prepare such additional drawings as are necessary to indicate the installation and anchorage conditions of all such equipment or material.

.3 Install Owner-furnished or Separate-Contractor-furnished equipment or material in accordance with the provisions of the applicable Section of these Specifications and the manufacturer's instructions.

.4 At all times protect and preserve all materials, supplies and equipment of every description including property which may be Owner-furnished or Separate-Contractor-furnished and all work performed. All reasonable requests of the Architect-Engineer to enclose or special-protect such property shall be complied with. If, as determined by the Architect-Engineer, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payment due to him.

.5 In the process of handling and installing this equipment, the Contractor shall comply with the following requirements:

a. Do not drag equipment into place.
b. Use appropriate protection over floors when using metal skid plates or wooden skids on completed floor surfaces.
c. Use load-spreading rubber-tired rollers or dollies on finished floors; do not use steel rollers or wheels.
d. If helicopters are used, make all arrangements, obtain all approvals and necessary insurance, schedule the work to preclude interference with any other activity or structure, and observe all safety precautions necessary.
e. Do not exceed load requirements on access flooring.
f. All damage to finished floors or floor finishing shall be repaired by the Contractor at no cost to the Owner.

ARTICLE 7 – CHANGES IN THE WORK

A. 7.3 CONSTRUCTION CHANGE DIRECTIVES, Add PARAGRAPH 7.3.8.1:
"The allowable markups for overhead and profit for Changes in the Work shall not exceed the following percentages. These markups shall be calculated on the net amount of a change, and shall include administration and all costs incidental to the changed work."

	ADD	**DEDUCT**
Work by Own Forces	10%	0%
Work by Subcontractor	5%	0%
Materials and Equipment	5%	0%

ARTICLE 8 – TIME

A. 8.3 DELAYS AND EXTENSIONS OF TIME

1. At the end of the 8.3.1, add:

However, minor modifications in Contract Time resulting from adjustments in the Project construction schedule shall not be deemed cause for action under this Subparagraph 8.3.1.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS, add:

10.1.2 The Contractor shall submit to the Owner a detailed, written report of each accident that occurs at the site.

10.1.3 The Contractor represents that he is conversant with the occupational safety and health regulations for construction promulgated and in force in the state where Work is performed, and agrees to comply with all such regulations applicable to the performance of the Work. The Contractor accepts the affirmative duty of enforcing those regulations, and shall promptly advise the Owner of any investigation by "Safety Officers" at the Contractor's work place at the job site and of the outcome of any such inspection. The Contractor assumes exclusive responsibility for, and agrees to indemnify the Owner against all consequences of any violations of those regulations by the Contractor, or any Subcontractor, including the payment of any fine, penalty and interest assessed in connection therewith and any court costs and attorneys' fees incurred by the Owner.

B. 10.2 SAFETY OF PERSONS AND PROPERTY, add:

1. TO 10.2.1 add:

.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 11 – INSURANCE AND BONDS

A. 11.1 CONTRACTOR'S LIABIITY INSURANCE:

1. To 11.1.1, add:

The Owner and Architect shall be added as additionally insured parties to the Contractor's insurance policy and shall be covered by the insurance to the same extent as the Contractor. Contractor will furnish copies of said policy prior to starting any work on site or upon signing of contract, whichever is earlier.

2. Replace 11.1.2 with:

11.1.2 Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment, except for termination of coverage required to be maintained after final payment. The insurance required by Subparagraph 11.1.1 shall be in accordance with the following provisions:

.1 Workmen's Compensation Insurance: The Contractor shall obtain and maintain, during the life of the Contract, Workmen's Compensation Insurance, as required by the State in which the work is located, to insure against liability imposed upon an employer under the State Compensation Law. In case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance unless covered by the Contractor's insurance.

.2 Employers Liability Insurance: The Contractor shall also take out and maintain during the life of the Contract such insurance in amounts as to adequately protect him from damage claims, in addition to those covered by this regular Compensation insurance, resulting from injuries to any of his employees.

.3 Section 11.1 of the General Conditions shall be amended to include the following provisions:

Contractor will maintain the following insurance: Broad Form Comprehensive General Liability, (including Operations and Premises Liability, Independent Contractors Protective Liability (maintained in effect for a period of three years after the date of final payment), Personal Injury Liability, Broad Form Property Damage Liability endorsement, Explosion, Collapse and Underground Liability endorsement, Blanket Contractual Liability Insurance) Comprehensive Auto Liability, and Workers' Compensation coverage, all of which shall be written on an occurrence basis for not less than the following limits of liability, or any limits required by law whichever is greater:

a. Workmen's Compensation – Statutory/Employers – Liability $500,000.00

b. Comprehensive General Liability – Per Person (Occurrence)/Aggregate

Bodily & Personal Injury $1,000,000/$2,000,000
Property Damage $1,000,000/$2,000,000 Aggregate

c. Automobile Liability – Per Person (Occurrence)/Aggregate

Bodily Injury $1,000,000
Property Damage $1,000,000/$2,000,000

.4 All insurance shall be carried with insurance companies authorized to do business in the State in which the Work is to be performed. The Contractor shall furnish the owner with satisfactory evidence of insurance coverage provided before entering upon the Owner's Premises or upon signing of contract, whichever is earlier. Evidence of insurance shall include the phone number, name, and address of the insurance agent and includes original signature of Contractor's agent.

3. In 11.1.3 replace the second sentence with:

These certificates and the insurance policies shall contain a provision for thirty days prior written notice to the Owner of cancellation or material change in the insurance.

4. Add Article 11.1.4.1: "Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

ARTICLE 12 –CORRECTION OF WORK

A. 12.2.2 AFTER SUBSTANTIAL COMPLETION; add:

.4 The guarantee period for the heating, ventilating and air conditioning systems shall be of such duration as to include a minimum of one complete heating season and one

complete cooling season, from Certificate of Occupancy.

.5 Where special warranty is specified, the Contractor, as a condition precedent to final payment, shall submit to the Architect, the warranty in triplicate on 8-1/2-inch by 11-inch paper in the form specified in .5 below.

.6 Special Warranties are designated by the heading “Guarantee” in the respective technical sections of the Specifications.

.7 Responsibility for the securing, verifying, recording, transmitting to the Architect and all other actions regarding the specified warranties rests with the Contractor. The Architect will not accept transmittals of warranties from parties other than the Contractor.

.8 Form of SPECIAL WARRANTY; See Exhibit 1 “FORM OF SPECIAL GUARANTEE” bound at the end of SECTION 01740 as Appendix A.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

A. 13.4 RIGHTS AND REMEDIES, add:

13.4.3 Failure by the successful Contractor to execute the Contract and file acceptable bonds as provided herein within ten calendar days after he has receive the Contract for execution, shall be just cause for annulment of the award and the forfeiture of any bidding security to the Owner. If the successful Contractor refuses or fails to execute the Contract within the stipulated time, the Owner may award the Contract to another responsible Contractor – Bidder.

13.4.4 The Owner also encourages alternate products, but all contractors must supply pricing on as specified products. Equal products must be approved and shown as an alternate, clearly showing the cost as an add or deduct for showing alternate.

B. 13.6 INTEREST, delete heading and contents in its entirety.

END OF SECTION 00 7500

SECTION 00 8000.01 FAMILIAL DISCLOSURE STATEMENT

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the Board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy.
(School District / Name) _____ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

_____

_____

_____

_____

PRINT:
Company Name _____ Phone_____

Street Address_____

City / State / Zip_____

Company Officer_____ Title_____

Officer's Signature_____ Date_____

STATE OF MICHIGAN)
) SS
COUNTY OF)
On this _____day of_____, 20__, before me a Notary Public in and for said county, personally appeared_____ agent of the said firm _____and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

SECTION 00 8000.02 CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC SANCTIONS ACT (PA 517 of 2012)

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) _____

that we are in compliance with Public Act 517 of 2012.

PRINT:

Company Name _____

Street Address _____

City / State / Zip _____

Company Officer _____

Title _____

Officer's Signature _____ Date _____

State of Michigan

_____ (County) _____
(Signature)

Notary Public: _____
(Printed Name)

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____ .

My commission expires: _____.

Seal Imprint:

SECTION 00 8000.03 EQUAL OPPORTUNITY STATEMENT

Livonia Public Schools:

Pool Filtration Projects at Franklin High School and Franklin High School

It is the publicly stated policy of_____not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry, or sex. With regards to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry, or sex.

We (I) understand that any contract for the Livonia Public Schools shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY): _____

SIGNATURE: _____

NAME: _____

TITLE: _____

SECTION 00 8000.04
CONTRACTOR'S CERTIFICATION OF ASBESTOS-FREE PRODUCT AND INSTALLATION

It is hereby understood and agreed that no products/materials containing asbestos, including Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthopyllite Asbestos, Actinolite Asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign this certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

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

Project's Name: _____

Project's Address: _____

Project's City / State / Zip: _____

Architect's Name: _____ Project Number _____

CONTRACTOR'S CERTIFICATION

We (I) certify and will direct that all products and materials that will be and/or have been installed or introduced into the above named Project shall be asbestos-free (or less than one-percent (1%) asbestos by weight).

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

SECTION 00 8000.05
NON-COLLUSIVE AFFIDAVIT (Prime Bidder)

State of _____

County of _____

Name: _____ being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, _____ (Owner) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

BIDDER: if the Bidder is Individual;
PARTNER: if Bidder is Partnership;
OFFICER: if the Bidder is a Corporation.

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 __ __.

My commission expires: _____.

Seal Imprint:

SECTION 00 8500 – FILE TRANSFER AGREEMENT

2851 High Meadow Circle | Suite 100
Auburn Hills | MI 48326
248.656.1377 | www.frenchaia.com

FILE TRANSFER AGREEMENT

Project: 2025-042
Livonia Public Schools
Pool Filtration Projects – FHS & CHS

Firm:

Type of Work:

AGREEMENT FOR THE TRANSFER OF INSTRUMENTS OF SERVICE

As per your request, and upon approval by our client, we will provide electronic files for your convenience and use in preparing for your specific work related to the above referenced project, subject to the following terms and conditions:

Hard Copy Instruments

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflicts exist. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Electronic Data Transfer

Our electronic files are compatible with: *AutoCAD Release 2017.* We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications. Other software programs may have been used in the development of the drawings and design of the project. French Associates, Inc. (FA) will not release any of this associated software for use with the electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and / or involvement from each electronic display.

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in preparing your work for the above referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

Computer Viruses

Computer viruses are a real and serious threat to all computer users. FA takes steps to detect and eliminate computer viruses from our system and the diskettes that are made available to our clients and colleagues. Since computer viruses can attach at any time, FA strongly urges its clients and colleagues to back-up their important data frequently and to take steps to detect viruses from any files that we make available. Even though FA takes prudent steps to prevent the attachment of computer viruses to its electronic media, we cannot guarantee this.

If an electronic file is requested and provided by FA, it is specifically understood and agreed that use of electronic media provided by FA is done so at the sole risk of the user and the user is responsible for testing for and eliminating computer viruses from any files provided by FA.

Files Available

This file transfer agreement applies to Architectural base plan files only (floor plans, ceiling plans and roof plans). Building elevations, sections and detail files are NOT available to contractors. Structural, electrical, mechanical, civil and landscape drawings are the property of our consultants. Arrangements to obtain electronic files of these drawings must be made with them. French Associates makes no commitment that our consultants will make these files available.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Architect:

French

Signature

Print Name

Title

Date: Click or tap to enter a date.

Agreed by:

(signing below indicates that we have read and agree to both pages of this agreement)

Signature

Print Name

Title

Date: Click or tap to enter a date.

SECTION 01 0400 - COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. Generals project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination Drawings.
4. General installation provisions.
5. Cleaning and protection.
6. Coordination program.

B. Related Section: The following Sections contain requirements that relate to this Section:

1. Division 01 6000 Section “Product Requirements” for coordinating materials and equipment for general installation.
2. Division 01 7300 Section “Execution Requirements” for Layout and Measurements, specifies procedures for field engineering services, including establishment of benchmarks and control points.

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend upon each other for proper installation, connection, and operation.

1. Schedule construction operations in the 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 assure maximum accessibility for required maintenance, service and repair.
3. Make adequate provisions to accommodate items schedule for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings for above ceiling work, equipment rooms and other areas where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components on separate Shop Drawings.
2. Indicate required installation sequence.

B. Staff Names: Within fifteen (15) calendar days of "Notice to Proceed," submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities. List their addresses and telephone numbers.

1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

C. Other Project names, addresses and information:

1. Lists of sub-contractors and erectors.
2. List of suppliers and manufacturers.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each component to inspect both the substrate and conditions under which Work is to be performed. Proceed when unsatisfactory conditions have been corrected.

B. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction.

3.2 COORDINATION PROGRAM

A. It shall be the responsibility of the Construction Manager/General Contractor to coordinate the equipment room requirements and the above ceiling space requirements of the various subcontractors and to determine that adequate clearance is allowed with respect to their equipment and the building.

B. The Coordination Program shall consist of a series of meetings with all trades involved and the preparation of installation drawings prepared from base drawings produced by the Sheet Metal Subcontractor. The Mechanical, Electrical and Fire Protection Subcontractors shall use the base drawings for producing their individual installation drawing overlays for coordination with other trades.

C. The following sequence shall be followed:

1. After the award of contract and prior to construction the Construction Manager/General Contractor will schedule a meeting to introduce the Coordination Program and determine its implication to the progress schedule. Attendees shall include the Construction Manager/General Contractor, Owner's Representative, Architect/Engineer and all subcontractors responsible for work in equipment rooms and in or above the ceilings which includes (but is not limited to) those items below:

    a. Recessed lighting fixtures.
    b. Plumbing waste, vent and roof drainage.
    c. Steam, condensate and all other pitched services.
    d. Ductwork and appurtenances.
    e. Fire protection (sprinkler system).
    f. HVAC piping.
    g. Plumbing, supply and service piping.
    h. Cable tray.
    i. Electrical conduit.

        (1) The above list, in descending order, is the precedence for space priority. Recessed light fixtures and space for their installation have first priority, plumbing waste, vent and roof drainage has second priority, etc.

2. The Construction Manager/General Contractor shall confirm that the following have been provided to the Sheet Metal Subcontractor prior to commencing the base drawings:

    a. Approved structural steel drawings.
    b. Clearance requirements for plumbing, piping, etc. from the Mechanical Subcontractor.
    c. Clearance requirements for recessed lighting, cable trays, etc. from the Electrical Subcontractor.
    d. Clearance requirements for piping from the Fire Protection Subcontractor.

3. The Sheet Metal Subcontractor shall prepare and provide the Mechanical, Electrical and Fire Protection Subcontractors with reproducible transparent drawings which shall serve as the base drawings. The base drawings shall show column center lines, interior partition locations, and ceiling heights.

4. The Sheet Metal Subcontractor, with reference and consideration to the structural, mechanical, electrical, fire protection, and plumbing requirements provided and the reflected ceiling plans, shall draw, to scale (minimum ¼" scale), the proposed ductwork installation showing duct sizes, equipment layouts, and dimensions from column lines and distance from finished floors to bottom of ducts and equipment. In congested areas, the Sheet Metal Subcontractor shall, in addition, prepare drawings in Section view.

5. The base drawings with ductwork layouts shall be produced in sequence as mandated by the project schedule. The earliest area indicated in the schedule will receive the first effort, etc.

6. When the base drawings for the earliest scheduled area have been completed (time limitation as determined in the initial coordination meeting), the Sheet Metal Subcontractor shall provide the Construction Manager/General Contractor with one set of mylars for each participant in the effort. Upon receipt of the base drawings from the Construction Manager/General Contractor each participant shall incorporate on the drawings, their proposed installation. Each of the subcontractors proposed installation drawings shall indicate to scale, size, equipment layout, equipment clearance requirements, dimensions from column centerlines and distance from the

finish floor to bottom of equipment, piping, conduits, etc. The Contract Drawings shall be followed as a general guide for the proposed installation drawings.

7. The major components to be indicated include (but are not limited to):

   a. Roof drain leaders.
   b. Waste and vent piping.
   c. Fire protection piping.
   d. Plumbing and lab service piping.
   e. HVAC and Mechanical ductwork routing.
   f. Electrical conduit and Cable tray runs.
   g. Contract ceiling heights and Soffit locations.
   h. Access points for access to valves and Dampers.
   i. Firewall penetrations.

8. Prior to fabrication of ductwork and within a period of not to exceed two (2) calendar weeks after distribution of the mylars to the individual participants, the Construction Manager/General Contractor will schedule a meeting with the Owner's Representative, the Architect/Engineers and participating Subcontractors at which time areas of conflict shall be resolved through the following process:

   a. The transparent tracings shall be overlaid on a light table to identify areas of conflict. All parties shall then cooperate in resolving the conflicts.

   b. The Owner's Representative and the Architect/Engineer reserve the right to determine space priority of the Subcontractors in the event of interference between piping, conduits, ducts and equipment of the various Subcontractors.

   c. Records of the areas of conflict and the names of the subcontractor who is to make modifications to their drawings shall be kept by the Construction Manager/General Contractor. This record shall be updated on a weekly basis and shall be incorporated into the coordination meeting minutes.

   d. Once all areas of conflict are resolved, each participant shall revise their drawings and shall submit for review. After review, ductwork can be fabricated, and installation of work can begin. A permanent record of the agreement shall be entered on each Subcontractors' installation drawings, acknowledged by all participants' by signature in a space provided for this purpose. The Construction Manager/General Contractor shall provide and distribute two graphic copies of each subcontractor's signed installation drawings to all parties involved. Revisions of drawings as a result of the coordination process shall not be considered an extra and will not result in a change to the contract.

   e. The above drawings, review and coordination process will be repeated until all areas on the Project have been coordinated.

9. Shop drawings shall be modified through the coordination process to reflect the final resolved locations of equipment prior to submittal for review.

10. In the event a Subcontractor fails to cooperate in the Coordination Program, he shall be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Subcontractor's installations.

11. When a Change Order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Construction Manager/General Contractor any revisions necessary to the work of others affected by the Change Order.

D. At the completion of the project, each subcontractor shall provide the Construction Manager/General Contractor with a reproducible transparent drawing of the installation drawings to be forwarded to the Owner.

3.3 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. 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.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Radiation.
11. Puncture.
12. Abrasion.
13. Heavy traffic.
14. Soiling, staining and corrosion.
15. Bacteria.
16. Rodent and insect infestation.
17. Electrical current.
18. Improper lubrication.
19. Unusual wear or other misuse.
20. Contact between incompatible materials.
21. Misalignment.
22. Excessive weathering.
23. Unprotected storage.
24. Improper shipping or handling.
25. Theft.
26. Vandalism.

END OF SECTION 01 0400

SECTION 01 1000 - 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. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Owner-furnished products.
4. Use of premises.
5. Owner's occupancy requirements.
6. Work restrictions.
7. Specification formats and conventions.

B. Related Sections include the following:

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:
1. Livonia Public Schools: Franklin High School & Churchill High School – Pool Filtration Project

B. Owner: Livonia Public Schools

C. Architect: French Associates

1.4 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated on drawings and in specifications. The Work includes providing support systems to receive Owner's equipment.

1.5 USE OF PREMISES

A. General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits

B. Retain paragraph and subparagraphs below if Project site will be accessible to other parties or if parts of a building being renovated will be occupied during construction. Revise to suit Project. See Evaluations for model text.

C. Use of Site: Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

D. Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

E. Schedule of Work:
1. Contract award is planned for**: refer to bid advertisement**
2. Work can begin on site on: **refer to bid advertisement**
3. Substantial Completion by: **refer to bid advertisement**
4. Pool Filtration Project to be complete by: **refer to bid advertisement**

F. Site Access: Access to the site will be limited during school operating hours.
1. Truck deliveries must be scheduled to NOT conflict with district operations.

2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
a. Other areas of the building will be in operation during construction.
b. The Contractor will be required to take steps to maintain the building operation at all times. This includes coordination of deliveries and delivery times and storage of materials on site.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

G. Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.6 Noise Limitations

A. During building hours noise in the Work Area will be limited to 95 decibels, maximum. The Owner and Contractor will work together to develop a plan for construction to continue, if necessary, but the work and noise must not disrupt instruction in adjacent classroom areas.
1. Table 1: Indicative noise levels of selected construction tools
a. ACTIVITY INDICATIVE NOISE LEVEL (DECIBELS)
b. Normal Conversation 60 Decibels
c. Driving A Vehicle 70 Decibels
d. Standing By A Busy Road 80 Decibels
e. Operating Forklift Trucks 84 Decibels
f. Air Compressors 85 Decibels
g. Operating A Welder 85 Decibels
h. Operating A Lawnmower 91 Decibels
i. Operating A Hand Held Power Tool 94 Decibels
j. Belt Sander 95 Decibels
k. Jigsaw 95 Decibels

l. Masonry Drill 96 Decibels
m. Bench Rip Saw 96 Decibels
n. Operating A Grinder 97 Decibels
o. Operating A Circular Saw 99 Decibels
p. Operating A Bench Grinder 99 Decibels
q. Operating A Crane 102 Decibels
r. Operating A Jackhammer 105 Decibels
s. Operating A Bulldozer 107 Decibels
t. Using Explosive Power Tools (Nailgun Etc) 120 Decibels
u. Earth Drilling/Moving Equipment 120 Decibels
v. Powder-Actuated Tool Into Masonry 147 Decibels

1.7 OWNER'S OCCUPANCY REQUIREMENTS

A. Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than five (5) calendar days notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify **Owner** not less than five days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without **Owner's** written permission.

B. Utility interruptions, including electrical service will be allowed only where coordinated with the Owner. Work requiring utility interruptions must be scheduled for weekends.
1. Evening shutdowns may be allowed if approved by Owner.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 1400 - WORK RESTRICTIONS

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 USE OF PREMISES

A. General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

A. Use of Site: Refer to Attached site diagrams. Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

B. Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

C. Site Access: Access to the site will be limited during normal business hours.
   1. Truck deliveries must be scheduled to NOT conflict with student drop-off and pick-up times. Trucks will NOT be allowed to enter the site for 30 minutes at the start of each school day and for 30 minutes at the end of each school day.

   2. Owner Occupancy: Allow for Owner occupancy of Project site **and use by the public**.
      a. The school will be in operation during construction.
      b. The Contractor will be required to take steps to maintain the building operation at all times. This includes coordination of deliveries and delivery times and storage of materials on site.
   3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

E. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
   1. Driveways and Entrances: Keep driveways and entrances serving site clear and available to Owner, Owner'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.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 ASBESTOS-FREE PRODUCT INSTALLATION

A. Contractor shall be required to sign a certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

B. No products/materials containing asbestos, including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced by the contractor or his employees, agents, subcontractors or other individuals or entities over whom the contractor has control.

C. Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1400

SECTION 01 2300 - ALTERNATES

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. This Section includes administrative and procedural requirements for alternates as proposed by the Architect.

1. **Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price.**

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

B. Voluntary Alternates: Bidders proposed voluntary alternates and substitutions will not be recognized as part of the Base Bid Price opening. Owner may review voluntary proposals with the successful Bidder.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. A1-FHS:

1. Description of Architectural Alternate: Franklin High School: regrout existing pool including full cleaning prior to pool filling – refer to drawings.

Price: ADD; _____ Dollars $ _____

A. Alternate No. A1-CHS:

1. Description of Architectural Alternate: Churchill High School: regrout existing pool including full cleaning prior to pool filling – refer to drawings.

Price: ADD; _____ Dollars $ _____

END OF SECTION 01 2300

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1. Construction Change Directives. (CCD)
2. Change Orders. (CO)

B. Related Sections include, but not limited to the following:
1. Division 01 6000 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on **"Architect's Supplemental Instructions."**

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: **Architect** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by **Architect** are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within twenty (20) calendar days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to **Architect.**

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use **AIA Document G709 for Proposal Requests**. **Forms provided by Owner. Sample copies are included at end of this Section**].

1.5 CHANGE ORDER PROCEDURES (C0)

A. On Owner's approval of a Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on **AIA Document G701**.

1.6 CONSTRUCTION CHANGE DIRECTIVE (CCD)

A. **Construction** Change Directive: **Architect** may issue a **Construction** Change Directive. **Construction** Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. **Construction** Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the **Construction** Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 01 2600 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
      c. Contractor's Construction Schedule.

   2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

   1. Identification: Include the following Project identification on the Schedule of Values:

      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.

d. Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of the Contract Sum to nearest, adjusted to total 100 percent.

3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

4. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

6. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation Sheets**.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Email a pdf file of the signed and notarized Application for Payment to Architect by the 1st day of each month. Include a separate pdf with waivers of lien and similar attachments if required.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
6. Contractor/Construction Manager: Sworn Statements of waivers.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3300 - 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. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1. Shop drawings and Samples
2. Product data submittal procedures.
3. Shop Drawing and Samples Transmittal Form.
4. Contract Close-out Deliverables Form.

B. Related Sections include the following:
1. Divisions 02 0000 through 33 0000 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals (Shop Drawings, Samples, Product Data, Catalog Cuts, etc.): Written and graphic information that requires Architect's **and Construction Manager's** responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided at Architect’s discretion and at extra cost to Contractor for use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. **Architect reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow enough 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 twenty (20) calendar 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. Resubmittal Review: Allow eighteen (18) calendar days for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty (20) calendar days for initial review of each submittal.
4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow twenty (20) calendar days for review of each submittal.

D. Shop Drawing Submittal Procedures: The procedures and quantity of drawings, catalog cuts, samples and other information for submittal are minimum. The Contractor and Architect will finalize format at the Project Kick-Off Meeting.

1. Contractor to Construction Manager and then to Architect
   a. All submittals shall be sent as pdf files via email.
   b. Each submittal shall include one pdf that includes the Submittal Transmittal as provided in this specification (completely filled out) and all other 8.5 x 11 documents as a single pdf file.
   c. Submittal documents that are not 8.5 x 11 shall be submitted as a separate pdf file for each size documents. For instance, 24" x 36" sheets shall be sent as a separate pdf. Always include the separate pdf file with the filled out transmittal with each submittal pdf.
2. Architect to CM to Contractor
   a. A pdf file of each reviewed submittal will be sent via email.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 x 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Name and email address of subcontractor.
   f. Name and email address of supplier.
   g. Name and website address of manufacturer.
   h. Contractors Submittal number
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Other necessary identification.

F. Deviations: **Highlight and encircle**, or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Transmittal: Package each submittal item individually and appropriately for transmittal and handling. Do not group submittals related to different specification sections. Transmit each submittal using the official transmittal form. Architect received submittals from sources other than General Contractor will be discarded without review.

1. Transmittal Form: **Use submittal form included at the end of Specification.**
2. Form:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Transmittal number**, numbered consecutively**.
k. Submittal and transmittal distribution record.
l. Remarks.
m. Signature of transmitter.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2 Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with Architect's "REVIEWED FOR CONSTRUCTION" or Architect's "REVIEWED AS NOTED" stamp

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating Architect's "REVIEWED FOR CONSTRUCTION" or "REVIEWED AS NOTED" stamp and Construction Manager's or General Contractor's release for construction stamp.

1. DO NOT USE Shop Drawings noted "XRR = RETURNED FOR CORRECTIONS" for construction or fabrication.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Submit electronic submittals directly to extranet specifically established for Project.

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 printed 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 written recommendations.
    b. Manufacturer's product specifications.
    c. Manufacturer's installation instructions.
    d. Standard color charts.
    e. Manufacturer's catalog cuts.
    f. Wiring diagrams showing factory-installed wiring.
    g. Printed performance curves.
    h. Operational range diagrams.
    i. Mill reports.
    j. Standard product operating and maintenance manuals.
    k. Compliance with specified referenced standards.
    l. Testing by recognized testing agency.
    m. Application of testing agency labels and seals.
    n. Notation of coordination requirements.

4. Submit Product Data concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Dimensions.
    b. Identification of products.
    c. Fabrication and installation drawings.
    d. Roughing-in and setting diagrams.
    e. Wiring diagrams showing field-installed wiring, power, signal, and control wiring.
    f. Shop work manufacturing instructions.
    g. Templates and patterns.
    h. Schedules.
    i. Design calculations.
    j. Compliance with specified standards.
    k. Notation of coordination requirements.
    l. Notation of dimensions established by field measurement.
    m. Relationship to adjoining construction clearly indicated.
    n. Seal and signature of professional engineer if specified.
    o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    p. Generic description of Sample.
    q. Product name and name of manufacturer.
    r. Sample source.
    s. Number and title of appropriate Specification Section.

2. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

3. 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 one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, **through Construction Manager**, will return submittal with options selected.

4. 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 number of samples as indicated in Part 1.4 "Submittal Procedures".

        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 (3) sets of paired units that show approximate limits of variations.

E. Product Schedule or List: 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.
2. Room name, room number, space and location.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

G. Submittals Schedule: Comply with requirements specified in Division 01 Section “Construction Progress Documentation.”

H. Application for Payment: Comply with requirements specified in Division 01 Section “Payment Procedures.”

J. Schedule of Values: Comply with requirements specified in Division 01 Section “Payment Procedures.”

K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit two (2) copies of subcontractor list, unless otherwise indicated.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized 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.
3. Test and Inspection Reports: Comply with requirements in Division 01 4000 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 3100 Section “Project Management and Coordination.”

C. Contractor's Construction Schedule: Comply with requirements in Division 01 3200 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare 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.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare 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.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare 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.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 4000 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare 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.

O. Compatibility Test Reports: Prepare 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.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 7700 Section "Closeout Procedures" for Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load

diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Construction Manager; do not submit to Architect, **except as required in "Action Submittals´ Article**."

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

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 Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. 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 Contractor's review 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.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

A. General: Architect will not review submittals that do not bear Construction Manager's or General Contractor's review approval stamp and will return them without action.

B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action to be taken.

C. Informational Submittals: Architect will review each submittal and will return it to the Construction Manager or General Contractor with review comments for their review.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

3.3 ARCHITECT'S FORMS

A. Shop Drawings and Samples Transmittal form, attached at end of Section.

B. Contract Close-out Deliverables form, attached at end of Section.

END OF SECTION 01 3300

FRENCH

SHOP DRAWING AND SAMPLES TRANSMITTAL

FA Submittal No.

Consultant Submittal No.

Project Name:	Architect's Project No.:	Submittal Date: ☐ Resubmittal	Contr. Submittal No. Refer. Submittal No.
CM / Contr. Name: CM / Contr. Address:	Contr. Proj. No.	Sub-Contr, Supplier, Etc. Name: Sub-Contr, Supplier, Etc. Submittal No:	

Spec Section (not Bid Ctgy.)	No. of Prints	No. of Tracing	No. of Cat/etc.	No. of Sample	Sub-Contractor, Suppler, Manufacturer, Misc.	* List Each * Drawing No.	Drawing Title, Item Description	**Architect Review Code**	Copies Returned to Contractor

Contractor(s) certifies that the above submitted information has been reviewed in detail and comply with the Contract Documents, except as indicated, and is submitted to the Architect, " FOR REVIEW AND COMMENTS ONLY." The Architect's and Engineer's critique will not relieve the Contractor(s) from compliance with requirements of the Contract Documents. Contractor(s) assumes responsibility for all information and comments indicated in Shop Drawings.

Contractor / Const. Manager Comments

Priority ☐ High ☐ Normal ☐ Low

Signature

Date: Copies: Attn:

CONTRACTOR TRANSMITTED TO:

- ☐ Structural
- ☐ Mechanical
- ☐ Electrical
- ☐ Architect
- ☐ Other

Consultant's Comments

Signature

CONSULTANT TRANSMITTED TO:

- ☐ Architect
- ☐ Other Consul.
- ☐ Other

Architect's Comments

Signature

ARCHITECT TRANSMITTED TO:

- ☐ Contr./Mgr.
- ☐ Consultant
- ☐ Other

Architect Review Code Legend

RC = Reviewed for Construction

That part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance

RN = Reviewed as Noted

That part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

XRR = Returned for Corrections

Do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a "Reviewed for Construction" or "Reviewed as Noted" action mark.

Contractor / Const. Manager - Record Copy Sent To:

Date:

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 7329 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
2. Divisions 02 0000 through 33 0000 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.

5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Test and inspection results and an interpretation of test results.
9. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
10. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
11. Name and signature of laboratory inspector.
12. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
2. Notify Architect and Construction Manager seven (7) calendar days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.

a. Allow seven (7) calendar days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through Divisions 33.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order**.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 3300 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractors in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager, and Contractors promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.

1. Incidental labor and facilities necessary to facilitate tests and inspections.
2. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
3. Facilities for storage and field curing of test samples.
4. Delivery of samples to testing agencies.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) calendar days of date established for **commencement of the Work** or **the Notice to Proceed**.

1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner may engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Construction Manager, and Contractors promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Construction Manager, with copy to Contractors and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Construction Manager and Owner will select testing agency before construction begins.

1. Construction Manager or Contractor may recommend testing agency firm to the Architect or Owner for decision.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect’s and Construction Manager's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 7329 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

SECTION 01 4200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities	(202) 272-0080
	Available from Access Board www.access-board.gov	
CFR	Code of Federal Regulations	(888) 293-6498
	Available from Government Printing Office	(202) 512-1530
	www.gpoaccess.gov/cfr/index.html	
CRD	Handbook for Concrete and Cement	(601) 634-2355
	Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	
DOD	Department of Defense Military Specifications and Standards	(215) 697-6257
	Available from Department of Defense Single Stock Point www.dodssp.daps.mil	
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-6257
	Available from Department of Defense Single Stock Point www.dodssp.daps.mil	

	Available from General Services Administration	(202) 501-1021
	www.fss.gsa.gov	
	Available from National Institute of Building Sciences	(202) 289-7800
	www.nibs.org	
FTMS	Federal Test Method Standard (See FS)	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-0080
	www.access-board.gov	

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AGA	American Gas Association	(202) 824-7000

	www.aga.org	
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International)	(800) 843-2763 (212) 591-7722

	www.asme.org	
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FM	Factory Mutual System (Now FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208

HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193 ext. 453
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association	(207) 829-6901

	www.nelma.org	
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010

SEI	Structural Engineering Institute www.seinstitute.com	(800) 548-2723 (703) 295-6195
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200

WIC	Woodwork Institute of California (Now WI)	

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce	(202) 482-2000

	www.commerce.gov	
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
MBC	Michigan Building Code	?????
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science http://phs.os.dhhs.gov	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934

USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

MDH	Michigan Department of Health	?????

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 6000 - PRODUCT REQUIREMENTS - SUBSTITUTIONS AND OPTIONS

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. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1. Substitutions Request Procedures.
2. Product Substitutions and Options.
3. Substitution Request Form. (included at end of this Specification Section)

B. Related Sections include the following:

List below only products and procedures that the reader might expect to find in this Section but are specified elsewhere.

1. Division 01 2300 Section "Alternates" for products selected under an alternate.
2. Division 01 4200 Section "References" for applicable industry standards for products specified.
3. Division 01 7700 Section "Closeout Procedures" for submitting warranties for contract closeout.
4. Divisions 02 0000 through 33 0000 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility**, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise**. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities

related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions (after selection of successful bidder): Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

    a. Specification Section number and title.
    b. Generic name used in the Contract Documents.
    c. Proprietary name, model number, and similar designations.
    d. Manufacturer's name and address.
    e. Supplier's name and address.
    f. Installer's name and address.
    g. Projected delivery date or time span of delivery period.
    h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within thirty (30) calendar days after date of “Notice to Proceed,” or date of commencement of work, submit three (3) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

    a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within sixty (60) calendar days after date of “Notice to Proceed,” submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within fifteen (15) calendar days of receipt of completed product list. Architect's response will include a list of unacceptable product selections without explanation of reasons for this action.

Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

B. Substitution Requests Procedures: Submit three (3) 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 must be proposed and submitted only to the Construction Manager or General Contractor. Substitution Requests must not be sent directly to the Architect.
2. Substitution Request Form: Use form provided at end of Section.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified material or product cannot be provided.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and other 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. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    i. 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 lack of availability or delays in delivery.
    j. Cost information, including a proposal of change, if any, in the Contract Sum.
    k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    l. 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.

4. Architect/Engineer shall have right to reject proposed substitution without explanation.
5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within Seven (7) calendar days of receipt of a request for substitution. Architect will notify General Contractor or Construction Manager of acceptance or rejection of proposed substitution within Ten (10) calendar days of receipt of request, or Seven (7) calendar days of receipt of additional information or documentation, whichever is later.

    a. **Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered REJECTED.**
    b. Form of Acceptance: Construction Change Directive (CCD).

c. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
d. Owner or Architect does not have to give any reason for rejection of substitutions.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 3300 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
2. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store products to allow for inspection and measurement of quantity or counting of units.
5. Store materials in a manner that will not endanger Project structure.
6. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
8. Protect stored products from damage.

B. Owner’s Storage Area: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 0000 through Divisions 33 0000 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in the following:

1. Division 01 3300 Section “Submittal Procedures.”
2. Division 01 7700 Section "Closeout Procedures.”

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS and SUBSTITUTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product acceptable to the Architect.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.

    a. The product is a single source item. Substitutions will not be considered.

2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.

    a. Substitutions may be considered.

3. Manufacturer's Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

   a. Substitutions will not be considered.

4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

   a. Substitutions by non-listed manufacturers will not be considered.

5. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by a specified manufacturer. Comply with provisions in "Product Substitutions" Article.

6. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, design profiles, dimensions, and other characteristics that are based on the product named.

   a. Provide Basis-of Design product or by one of the listed manufacturers.
   b. Substitutions of other products will not be considered.

7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

   a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS CRITERIA

A. Timing: Architect may consider requests for substitution if received within thirty (30) calendar days after the "Notice to Proceed" or before the first (1st) "Application for Payment." Requests received after that time may be considered or rejected at discretion of Architect without explanation.

B. 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 or reason, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not affect work of other Trades Contractor's construction time schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. 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.

2.3 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name (except noted as “basis-of-design), submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

3.1 Architect’s “Substitution Request” form included at end of this Specification Section.

END OF SECTION 01 6000

FRENCH

SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached - < REQUIRED BY A/E >

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

_____

Savings to Owner for accepting substitution (if applicable): _____ ($ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports
< REQUIRED BY A/E >

SUBSTITUTION REQUEST (CONT'D)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: _____

_____

_____

_____

A/E's REVIEW AND ACTION

Note: Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered rejected.

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

Signed by: _____ Date: _____

Printed name: _____ Title: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E

_____

_____

_____

_____

_____

_____

cc: Technical Specifications Committee

SECTION 01 7300 - 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. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. General installation of products.
   2. Starting and adjusting.
   3. Protection of installed construction.
   4. Correction of the Work.

B. Related Sections include the following:
   1. Division 01 3300 Section "Submittal Procedures" for submitting surveys.
   2. Division 01 7329 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

   1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: 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; and underground electrical services.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. 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 local utility, Owner and Architect 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. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner and Architect not less than seven (7) calendar days in advance of proposed utility interruptions. Provide information on length of interruptions.
2. Do not proceed with utility interruptions without Owner’s and Architect’s written permission.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 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.

4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.

B. Building Envelope Integrity: The completed project must provide a building enclosure that does not allow water to penetrate the building envelope. Outside air infiltration into the building must be minimized unless controlled or part of hvac system operation. Outside air infiltration is not allowable in a quantity that can allow freezing or negatively impact piping (plumbing, fire protection, hvac), hvac systems, electrical systems or any other building system.

C. Structural Integrity: All walls, ceilings, soffits and other components must be adequately supported to remain plumb and square. Provide bracing as required to prevent sway, cracking or collapse.

D. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

E. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

F. 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.

G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

H. 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.

I. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

J. 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.

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

3.4 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than seven (7) calendar days during normal weather or three (3) calendar days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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.

3.5 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 4000 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 7329 Section "Cutting and Patching."

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 7300

SECTION 01 7329 - CUTTING AND PATCHING

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. This Section includes procedural requirements for cutting and patching of items indicated but not limited to the following:

1. Architectural work.
2. Structural work.
3. Mechanical work.
4. Electrical work.
5. Partial Demolition work.

B. Related Sections include the following:
1. Divisions 02 0000 through Divisions 33 0000 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
2. Division 07 8413 Section "Penetration Fire-stopping" for patching fire-rated construction.

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 surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

1. Consult with Architect and Structural Engineer before beginning work.

a. Provide work program for removal and shoring of the existing structural members and framing conditions of the building.

2. Comply with all requirements of governmental, local and agencies having jurisdiction.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or results that increase

maintenance or decreased operational life or safety. Operating elements include, but not limited to, the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Electrical wiring systems.
8. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but not limited to, the following:]

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect 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.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. 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 prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut 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. 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 as small as possible, neatly to 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 Divisions 31 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.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    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.

4. 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, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

5. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

SECTION 01 7700 - 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. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion and Inspection procedures.
2. Final Completion and Inspection Procedures.
3. Warranties.
4. List of incomplete items (punch list).
5. Payment Procedures.
6. Project Record Documents.
7. Operation and maintenance manuals.
8. Demonstration and Training of Owner's Personnel.
9. Final Cleaning.

B. Related Sections include, but not limited to the following:

1. Division 01 2900 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 7300 Section "Execution Requirements" for progress cleaning of Project site.
3. Divisions 02 0000 through Divisions 33 0000 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager 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.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within fifteen (15) calendar days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) 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.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit two (2) copies 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
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 Architect and Construction Manager.
    d. Name of Contractor.
    e. Page number.

1.7 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

B. Record As-Built Drawings: Maintain one (1) and submit one (1) set of black-line white prints of Contract Drawings and Shop Drawings to Architect.

1. 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 prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    b. Accurately record information in an understandable drawing technique.
    c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

2. Mark record sets with non-erasable, red-colored ink. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

C. Submit one (1) CAD Disk of Record As-Built Floor Plans with all changes.

D. Record Specifications: Submit one (1) copy of Project's Specifications, including addenda and contract modifications. Mark copy 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, Record Drawings, and Product Data, where applicable.

E. Record Product Data: Submit one (1) copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated I n Product Data.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.8 OPERATION AND MAINTENANCE MANUALS

A. Assemble and submit one (1) complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Manuals:

a. Emergency and Standard instructions and procedures.
b. System, subsystem, and equipment descriptions, including operating standards.
c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
d. Description of controls and sequence of operations.
e. Piping diagrams.

2. Emergency Manuals:

a. Types of Emergencies: Fire, Flood, Gas leak, Electrical Power Outage, Chemical, Equipment failure and etc.
b. Instructions and Procedures for Shut-Down and Start-Up.

3. Maintenance Data:

f. Manufacturer's information, including list of spare parts.
g. Name, address, and telephone number of Installer or supplier.
h. Maintenance procedures.
i. Maintenance and service schedules for preventive and routine maintenance.
j. Maintenance record forms.
k. Sources of spare parts and maintenance materials.
l. Copies of maintenance service agreements.
m. Copies of warranties and bonds.

B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

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 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Provide instructors experienced in operation and maintenance procedures.
2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
3. Schedule training with Owner, through Construction Manager, with at least seven (7) calendar days' advance notice.
4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
5. Submit two (2) copies of instructional and demonstration of training procedures.

B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy.
2. Review of documentation.
3. Operations.
4. Adjustments.
5. Troubleshooting.
6. Maintenance.
7. Repair.

3.2 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations and all other governing agencies having jurisdiction on the project.

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 portion of Project as acceptable to the Architect.

    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 neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. 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.

g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Replace parts subject to unusual operating conditions.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean ducts, blowers, and coils if units were operated without filters during construction.
r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
s. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Submit a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700

SECTION 02 4119 - SELECTIVE STRUCTURE DEMOLITION

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. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.

B. Related Sections include the following:

1. Division 01 7329 Section "Cutting and Patching" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1. Coordinate with Owner's archaeologist or historical adviser, who will establish special procedures for removal and salvage.

1.5 SUBMITTALS

A. Qualification Data: For demolition firm, professional engineer and refrigerant recovery technician.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
7. Means of protection for items to remain and items in path of waste removal from building.

C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1. Comply with submittal requirements in Division 01 7419 Section "Construction Waste Management and Disposal."

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm in continuous business for at least five (5) years that has specialized in demolition work similar in material and extent to that indicated for this Project.

1. Provide Firm profile and history and a list of Projects including all pertinent information.

B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 3100 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.7 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

1. Comply with requirements specified in Division 01 1000 Section "Summary."

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work under a separate contract.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

E. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

F. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

G. Storage or sale of removed items or materials on-site is not permitted.

H. 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 so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Engage a professional engineer to survey 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 demolition operations.

F. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes and templates.

1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES, MECHANICAL and ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 1000 Section "Summary."

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Building manager will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
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.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

    1. Comply with requirements for access and protection specified in Division 01 5000 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

    1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
    2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
    3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
    4. Cover and protect furniture, furnishings, and equipment that have not been removed.
    5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 5000 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

    1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

    1. 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, to minimize disturbance of adjacent surfaces. 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 adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 7419 Section "Construction Waste Management and Disposal."

B. 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 Owner.
4. Transport items to Owner's storage area designated by Owner or indicated on Drawings.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
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.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

F. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weather-tight. Refer to Division 07 Section “Roofing” types for new roofing requirements.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

G. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

1. Discard of refrigerants in compliance to Authorities and Agencies having jurisdiction.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Division 01 7419 Section "Construction Waste Management and Disposal."

B. Burning: Burning of demolished or any materials will not be permitted in Owner’s property.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 13 1100 - SWIMMING POOL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. The BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT and applicable parts of DIVISION 1 - GENERAL REQUIREMENTS, as listed in the Table of Contents, be included in, and made a part of this Section.

1.2 SUMMARY OF WORK *(for general guidance-not inclusive*)

A. Introduction

1. Provide labor, materials, equipment, and services necessary for pool mechanical and pool area renovation. This work must include the installation of pool refinishes as well as products listed in Part 2 of Section 13 1100.

B. Work included in this section:

1. It is the intent of this section to place the entire responsibility for the construction of the pool under one vested Contractor. Under this section the Contractor will provide but is not necessarily limited to the following:

   a. Contractor to complete and assess add remove from the Owner prior to start of work.
   b. Provide electrical conduit, wiring, etc. to low voltage pool equipment within pool mechanical room. (Low voltage is considered less than 110V).
   c. Coordinate for required bonding and grounding of the pool equipment.
   d. Provide necessary piping and valving as shown on the drawings and specified herein.
   e. Provide housekeeping pads for pool equipment as required in the drawings.
   f. Obtain final acceptance by jurisdictional health department.
   g. Start, test, calibrate and adjust mechanical equipment, electrical equipment, recirculation, chemical, and other supplied systems. Instruct the Owner's representative in the systems operation and maintenance as described herein.

C. Related work specified in other sections:

1. Section 13 1105 – Selective Demolition

D. Related work specified in Electrical sections. Reference Division 26 – Electrical. Work that must be completed by others.

1. Provide power to Variable Frequency Drive pool pump starter and power from VFD to the pool pump motor.
2. Ground and bond pool structures, fittings, and equipment in accordance with Article 680 of the N.E.C. Test and verify that the system electrical ground is true and solid. Provide certification to this effort.
3. Obtain permits, inspections, and approvals of wiring including grounding and bonding of metal components associated with the pool in accordance with Local, State and National Electrical Codes.

4. Confirm electrical conduits that penetrate the pool shell are watertight and installed per N.E.C. Article 680.

1.3 REGULATORY AGENCY REQUIREMENTS AND ENGINEERING SERVICES

A. The system must comply with necessary pre-construction approvals.

B. Give necessary notices, obtain permits, pay government fees, and other costs in connection with this work, including the filing of necessary as-built drawings, prepare documents (including any amendments to the approved construction documents) and obtain necessary approvals of governmental departments having jurisdiction over their work. Obtain required certificates of inspection for his work and deliver copies to the Owner and Architect before requesting acceptance and final payment for the work.

C. Include in the work, without extra cost to the Owner, labor, materials, services, apparatus, or drawings in order to comply with applicable laws, ordinances, rules, and regulations, whether or not shown on drawings and/or specified.

1.4 COORDINATION AND CLARIFICATION

A. Coordinate with other trades' work relating to this section.

B. Must establish with other trades, having related work in this section, that work necessary to complete the work as shown on the drawings and in the specifications is included in the base bid and alternates to the Owner.

C. If in doubt regarding the responsibility for work covered in this section and/or discovery of errors or omissions in the bidding documents, notify the Architect through channels established by the specifications and request a clarification ten (10) days prior to the bid date.

1.5 ALTERNATES

A. Alternate #1: Provide an acid washing of the pool interior tile finish. Re-grout with material compatible with existing tile and setting bed finishes for swimming pool applications.

1.6 CONTRACTOR'S ALTERNATE PROPOSAL

A. Submit bid to the owner based on materials, equipment and methods as specified in this Section. No substitution of material will be allowed.

B. It is the intent of the contract documents to encourage competition. The base proposal must include the construction methods and equipment as specified and detailed. Proposed system substitutions must have prior written approval by the Architect.

C. If there is a deviation from the basis of design equipment, confirm that engineering criteria are appropriate for the substituted equipment.

D. Substitutions of specified construction methods and equipment must include a complete submittal as required by these specifications and drawings of appropriate scale incorporating required changes. Provide a list of at least ten (10) satisfactory installations comparable to this project that have been manufactured and installed under the manufacturer's current legal name. Submit a list of such projects with the name, address and current telephone number of the Owner's Operator and Architect of Record to the Architect on the bid date.

E. Changes or modifications to the Contract Documents that are not authorized by the architect are the sole responsibility of the Contractor.

1.7 SUBMITTALS

A. Submittals must be made in accordance with the requirements of Division 1 - General Requirements and in strict compliance with the following procedures and guidelines.

B. One (1) set of shop drawings and engineering data must be tabbed, indexed, and referenced to the specifications, compiled into an electronic submittal, and submitted in two stages. Each section of items must be prefaced by a cover sheet listing the items submitted within the section. Electronic submittals must be organized, numbered, and submitted in the same format and order as the project specifications. Only complete sets will be reviewed.

1. Engineering data covering systems, equipment, structures, and fabricated materials, which will become a permanent part of the work under this contract, must be submitted for review. This data must include drawings and descriptive information in sufficient detail and scale to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorage and supports required; performance characteristics; fabrication and dimensions needed for installation and correlation with other materials and equipment. A certification, in writing, must be provided indicating that equipment will fit in the space allotted and as shown on the drawings.
2. Submittals regardless of origin must be stamped with the approval of the Contractor and identified with the name and number of this contract, Contractor’s name, and references to applicable specification paragraphs and contract drawings. Each submittal must indicate the intended use of the item in the work. When catalog pages are submitted, applicable items must be clearly identified. The current revision, issue number, and date must be indicated on drawings and other descriptive data.
3. The submittals will not be accepted from anyone but the Contractor. Submittals must be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
4. The Contractor’s stamp of approval is a representation that the Contractor accepts full responsibility for determining and verifying quantities, dimensions, field construction criteria, materials, catalog numbers and similar data, and that he has reviewed or coordinated each submittal with the requirements of the work and the contract documents.
5. Each submittal must include a statement prepared by the originator of the drawings and data, certifying compliance with the contract documents except for deviations, which are specifically identified.
6. Deviations from the contract documents must be identified on each submittal and must be tabulated in the Contractor’s letter of transmittal. Such submittals must, as pertinent to the deviation, indicate essential details of changes by the Contractor (including modifications to other facilities that may be a result of the deviation) and required piping and wiring diagrams.
7. The Contractor must accept full responsibility for the completeness of each submission, and, in the case of a resubmission, must verify that exceptions previously noted have been considered.

8. The need for more than one resubmission, or a delay in obtaining review of submittals, will not entitle the Contractor to an extension of the contract time unless the delay of the work is directly caused by a change in the work authorized by a change order.
9. Review of drawings and data submitted by Contractor will cover only general conformity to the drawings and specifications, external connections and dimensions that affect the layout. Review does not indicate a thorough review of dimensions, quantities, and details of the material, equipment, device, or item shown. Review of submittals does not relieve Contractor from responsibility for errors, omissions, or deviations, or responsibility for compliance with the contract documents.
10. When the drawings and data are returned marked REJECTED, REVISE AND RESUBMIT or SUBMIT SPECIFIED ITEM, the corrections must be made as noted thereon and as instructed and six corrected copies (or one copy and one corrected reproducible copy) resubmitted.
11. Resubmittals must bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal. Resubmittals must be indexed, tabbed, referenced to the specifications, and bound in a three-ring binder and submitted at one time.
12. When corrected copies are resubmitted, the Contractor must, in writing, direct specific attention to revisions and must list separately revisions made other than those called for on previous submissions.
13. When the drawings and data are returned marked NO EXCEPTIONS TAKEN or MAKE CORRECTIONS NOTED, no additional copies are to be provided unless specifically requested to do so for record.

C. Permits, Receipts and Test Reports

1. Provide the Architect with copies of permits and receipts for fee payments.
2. Submit a sample format for each test report intended for use. Submit test reports required herein only on approved forms.

D. Include complete product data indexed, tabbed, and referenced to specifications with 8 ½" x 11" cover sheet covering:

1. Paragraph 2.1 - Pumping Equipment
2. Paragraph 2.2 - Filtration Equipment
3. Paragraph 2.3 - Piping Systems
4. Paragraph 2.4 - Chemical Treatment Systems
5. Paragraph 2.5 - Chemistry Monitoring and Control System
6. Paragraph 2.6 - Flow Meters
7. Paragraph 2.7 - Water Level Controller
8. Paragraph 2.8 - Swimming Pool Finishes

E. Include engineering construction drawings for pool piping.

F. Reference Section 13 1105 - Selective Demolition

1.8 OPERATION AND MAINTENANCE MANUALS AND CLOSE-OUT SUBMITTALS

A. Detailed operation and maintenance information must be supplied for equipment requiring maintenance or other attention. The equipment supplier and/or the Contractor must prepare an operation and maintenance manual for equipment. Parts lists and operating, and maintenance instructions must be provided.

B. Each operation and maintenance manual must include the following:

1. Equipment function and calibration, normal operating characteristics, and limiting conditions.
2. Assembly, installation, alignment, adjustment and checking instructions.
3. Operating instructions for startup, routine and normal operation, regulation, and control, shut down and emergency conditions.
4. One (1) copy of instructional videos.
5. One (1) copy of Safety Data Sheet forms for all pool chemicals provided.
6. Operating cycles must be specifically described in outline format and in referenced detail. A wall-mounted color-coded piping flow diagram must be provided in the pool equipment room. The diagram must be engraved on laminated plastic with color-coded piping to match the color of coding on piping, and including valves identified with number on tags. The minimum size is 11-inch x 17 inch.
7. Include manufacturer recommended maintenance schedule, parts lists, piping diagram (to agree with wall mounted diagram) and trouble-shooting information for pool mechanical equipment.
8. Using reference to keyed valves and wall diagram, include specific written instructions for procedures that must be followed for the following:

    a. Emptying and refilling the pool including de-watering during the period that the pool will be empty.
    b. Water level control adjustment and chemical control operation.
    c. Normal surge tank operation and balancing, and
    d. Filter operation, media changes, and maintenance.

9. Lubrication and maintenance instructions.
10. Guide to “troubleshooting.”
11. Parts list and predicted life of parts subject to wear.
12. Outline, cross section, and assembly drawings; engineering data and wiring diagrams.
13. Test data and performance curves, where applicable.
14. Specific written instructions for procedure for emptying and refilling the pool including de-watering during the period that the pool will be empty. Provide a yellow warning sign 8-1/2 in. x 11 in., that must be mounted in the filter room, that reads:

    WARNING
    Prior to emptying Pool
    Consult O & M Manuals for Procedures

    Add another sign that reads:

    Keep Caps, Plugs and Tops Tight Fitting to Prevent Escape of Fumes.

15. Additionally, provide the following signs mounted on the chemical room doors:

    a. NFPA Hazard Diamond for each chemical stored in room.
    b. Warning: Authorized Personnel Only Beyond This Point
    c. Signage indicating location of associated Safety Data Sheet forms for all chemicals stored in room.

16. One set of applicable submittals must be included in each manual.

C. The operation and maintenance manuals must be in addition to instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by the Contractor.

D. Manuals and other data must be printed on heavy, first quality paper, 8-1/2 x 11-inch size with standard 3-hole punching and inserted in plastic covers. Drawings and diagrams must be reduced to 8-1/2 x 11 inches or 11 x 17 inches. Where reduction is not practical, larger drawings must be folded separately and placed in envelopes that are bound into the manuals. Each envelope must bear suitable identification on the outside.

E. Six (6) bound volumes of each manual must be submitted. Parts lists and information must be assembled in substantial manuals and permanent, three-ring or three-post binders. Material must be assembled and bound in the same order as specified, and each volume must have a table of contents and suitable index tabs.

F. Material must be marked with project identification. Non-applicable information must be marked out or deleted.

G. Shipment of equipment will not be considered complete until the required manuals and data have been received.

1.9 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver material in manufacturer's original, unopened containers and crates with labels intact and legible.

B. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.

C. Handle materials in a manner to prevent damage.

D. Store materials on clean raised platforms with weather protective coverings. Provide continuous protection of materials against damage or deterioration.

E. Remove damaged materials from site.

1.10 WARRANTIES

A. The Contractor warrants to the Owner and Architect that materials and equipment provided under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized will be considered defective. The Contractor’s warranty will exclude remedies for damage or defect caused by abuse, improper or insufficient maintenance, improper operations, modifications not executed by the Contractor or improper wear and tear under normal use. If required by the Architect, provide satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor must agree to repair or replace defective or non-complying work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.

C. Warranties must be for a period of one year from the date of substantial completion or the owner begins using the pool unless otherwise specified. Submit warranties covering, but not limited to the following:

1. Defects in material, workmanship, and installation of the pool pumps for a period of one (1) year.
2. Manufacturer's minimum eighteen (18) month warranty against defective materials, components, and workmanship in the variable frequency drive system.
3. Manufacturer's minimum fifteen (15) year warranty on the filter tank and lining against defective materials or workmanship of the tank and components. (Additional warranty time may be purchased from the manufacturer.) Prorated warranties are not acceptable. Flexsol 3000 lined vessels must carry a fifteen (15) year limited non-prorated warranty. The filter manufacturer must bear the responsibility for suitability of lining and must be the sole source for the specified warranty. Internal tube elements must carry a fully rated ten (10) year warranty. Valve bodies and the regenerative media filter controller must carry a three (3) year fully rated warranty. Valve operators and system accessories including the bump tire, quick exhaust valve and solenoid valve must carry a one (1) year warranty as provided by the product manufacturer. Unless otherwise specified, workmanship must be guaranteed first class and carry a one (1) year warranty.
4. Defects in material, workmanship, and installation of the pool piping system for a period of three (3) years.
5. Manufacturer's minimum one (1) year warranty against defective materials, components, and workmanship in the pH buffer feed system.
6. Manufacturer's minimum one (1) year warranty against defective materials, components, and workmanship in the ultraviolet sanitizing system (excluding the UV lamps, quartz, and seals). Medium pressure ultraviolet bulbs must be warranted for a period of 8,000 hours. Intermittently operated lamps (≥ 1 on/off cycle per day) will be replaced free of charge should failure occur prior to 4,000 hours and replacement will be prorated between 4,000 and 8,000 hours.
7. Manufacturer's minimum five (5) year warranty against defective materials, components, and workmanship in the pool chemical controller. ORP, pH, flow and temperature sensors must be covered by a standard two (2) year warranty. Other sensors and flow cell components must be covered by a standard one (1) year warranty.
8. Manufacturer's minimum one (1) year warranty against defective materials, components, and workmanship in the pool water level control system.

1.11 SYSTEM TRAINING

A. A qualified representative of the Contractor performing work under this section must put the equipment into operation and instruct the Owner's representatives in the operation of this equipment to the Owner's satisfaction immediately after project’s substantial completion.

B. The Contractor’s training representative must have completed the equipment/system’s manufacturer’s training requirements and be certified, by the manufacturer, to provide and teach system training.

C. The representative from the Contractor must be either a CPO (Certified Pool Operator) or have an AFO (Aquatic Facility Operator) certification.

D. Training periods to consist of 16 hours of on-site training and scheduled as follows:

1. 8 hours of initial training on the complete swimming pool system. The 8 hours of initial training must be comprised of at least 3 hours of training on water chemistry analysis and adjustment.

The water chemistry training will include in-depth review of the use of the Langlier index and its computation.

2. The initial 8 hours of training must include information on the care, operation, adjustment, and maintenance of items provided by the Contractor under the “Part 2 – Products” section of this specification.
3. 8 hours of training after the Owner's staff has experience operating the system. This time may be requested after the pool has been placed in operation within a period of one (1) year from the time the pool was accepted by the Owner. The additional training must contain at least 2 hours of review of water chemistry.
4. Provide a project specific video recording instruction manual in addition to the training sessions. The video instructions must be project specific and must include information on the care, operation, adjustment, and maintenance of items provided by the Contractor under the “Part 2 – Products” section of this specification. This video recording must be done separate from the Owner training.
5. The Contractor must include one (1) copy of video recording instructions in each Operations and Maintenance Manual.

1.12 POOL FILL WATER QUALITY

A. The Owner is to bear the cost of the water required for one (1) complete filling of the pool. Removal of iron or copper (if in excess of .3 ppm) will be required for the final fill to avoid staining of the pool finish. Subsequent fillings or partial fillings (more than 25%) of the pool is by the Contractor, at its own expense.

B. Provide the necessary plant equipment so that the temperature of fill water will be within plus or minus 10 degrees of the ambient air and/or the pool structure at the time of filling. Extreme caution is urged if the temperature variance is greater than 10-degree F.

C. Provide the necessary chemicals and to adjust and balance the water chemistry in the pool to the following levels:

pH	7.4 - 7.6
Calcium Hardness	200 - 400 PPM
Total Alkalinity	60 - 80 PPM
Langelier saturation index	-0.3 - +0.3
Total Dissolved Solids (TDS)	not to exceed 1,500 PPM

1.13 START-UP CHEMICALS

A. The Contractor must maintain the chemical balance of the pool water (including the cost of chemicals required) until the pool and mechanical system(s) are fully operational and accepted by the Architect and the Owner.

B. Provide the Owner with sufficient quantities of the necessary chemicals to maintain the pool operation after the owner begins using the pool.

1. The Contractor is required to provide chemical quantities as shown on the drawings for the following chemicals:

   a. CO_2

C. Chemicals must be provided to the Owner must include those required by the chemical feed systems provided.

1.14 RECORD DRAWINGS

A. Provide a complete set of record drawings of the entire pool systems including sub-systems. Record drawings must be prepared in accordance with the requirements and must be a complete, stand-alone set. The Contractor is permitted to obtain original documents and copy them for this purpose only. Provide a digital record set (latest version of AutoCAD or compatible software).

PART 2 - PRODUCTS

2.1 PUMPING EQUIPMENT

A. Proposed substitutions must include a mechanical drawing incorporating required changes in layout, piping, and valves. The cost of such changes must be included in the price of the substitute. Confirm correct pump motor voltage prior to ordering pump. Motors must be capable of continuously running without overloading at points on the characteristic curve of the pump without overload or damage. Confirm by 1/4-inch scale shop drawing that the pumps provided will fit within the available space and can be reasonably removed for servicing.

1. Pumps must be certified by the National Sanitation Foundation (NSF) and bear the certification mark.
2. Since the recirculation pumps are powered by a VFD, the impellers must be trimmed to the maximum diameter based on the most limiting condition of either the diameter of the maximum non-overloading rated motor horsepower at the design point or a diameter resulting in 10% greater head than the specified head.
3. The pump motor must be totally enclosed, fan cooled (TEFC) and premium efficiency of the horsepower and speed specified. A pump requiring larger horsepower is not acceptable unless submitted as a substitute and approved by the engineer, in which case necessary electrical revisions must be coordinated and provided.
4. The entire pumping unit must be mounted on a base using cap screws to preserve the back-pull-out feature of the pump. Pumps must not be secured with floor studs or “all-thread.” The pump base must be coated with the same epoxy coating as the pump.
5. Recirculation Pumps

    a. Provide horizontally mounted centrifugal pumps as shown on the drawings and described in these specifications. Each pump must be of a straight centrifugal, end suction, bronze fitted, close coupled type.
    b. Pumps manufactured by Paco, Griswold, Aurora or Herborner are considered equal, provided they meet the requirements.
    c. Pump casing must be cast iron fitted with a replaceable bronze case wear ring. Mechanical seals must be provided specific for a chlorinated water application. Pump impeller must be enclosed type of cast bronze or 316L stainless-steel, statically, and dynamically balanced, and trimmed for the specified design conditions. If a VFD is used in conjunction with a pump, the impeller must be trimmed to the maximum diameter based on the rated motor horsepower. Bronze materials must be suitable for use in a chlorinated environment. Suction and discharge flanges must be provided and tapped for gauge connections. Provide steel or cast-iron bases with equivalent epoxy coating for corrosion protection.

d. Provide a fusion-bonded epoxy coating on wetted parts to protect pump internals from corrosion, including pump volute interior and complete pump impeller (bronze impellers only). Sandblast to bare, white metal. The thickness must be 8 to 12 mils (heavy film). Verify thickness by non-destructive testing. Coat parts as recommended by the manufacturer, including preheating parts to 400 degrees and electrostatic deposition or fluidized bed technique. Provide primers if required to resist chlorinated water <10 ppm. The coating must be Scotchkote 134 manufactured by Fusecote or approved equal.
e. Provide a hair and lint strainer, for each pump, of fiberglass or epoxy coated stainless-steel construction with a clear observation top in the sizes (or pipe sizes) indicated on the drawings. Verify and coordinate pipe and pump suction sizes in the field. Strainer must be a straight non-reducing type with an approved tapered eccentric reducer at the front of the recirculation pumps. Provide a stainless-steel basket with at least 4 times the free open area as the inlet pipe, and one spare basket with each strainer.

    1) Basis of Design: As manufactured by MerMade Filter Inc., or Neptune/Benson Inc., or Fluidtrol Process Technologies, Inc.

f. Recirculation pumps must be provided by the same manufacturer. Confirm voltages prior to ordering pumps.

6. Additional Chemical Feed Booster Pump for Owner's Attic Stock

    a. Provide one (1) horizontally mounted, single horsepower, self-priming, centrifugal pump as noted on the drawings and described herein. The pump must be of a straight centrifugal, end suction, non-corrosive PPO Resin material construction, closed coupled type, with integral hair and lint strainer.

        1) Basis of Design: WFK-4 Whisperflo as manufactured by Pentair.

    b. The pump body, seal plate, and attached hair and lint strainer must be constructed of non-corrosive PPO Resin materials, and close-coupled to an electric motor by means of an adaptor of the same material.
    c. The pump must have a PPO Resin diffuser to aid in priming and it must contain a replaceable bronze wear ring for the impeller. The impeller must be of the closed type and PPO Resin, non-overloading at points on the performance curve. The mechanical shaft seal must be constructed of ceramic and carbon seal faces, with stainless-steel, brass, and Buna N materials in the spring bellows portion. The impeller must be secured to the motor shaft by means of a stainless-steel key and locking screw into the end of the motor shaft. The pump must be capable of operating at up to 50 psi, 104° F continuous water temperature.
    d. The electric motor coupled to the pump must be of the NEMA Rated series JM construction with stainless-steel shaft inside a removable shaft sleeve of 300 series stainless-steel. Motors must be continuous duty rated at 40° C (or realign better) ambient and be suitable for outdoor installation.
    e. Pumps must meet Department of Energy (DOE) minimum efficiency standards for dedicated-purpose pool pump (DPPP) motors.
    f. The pump strainer must consist of a PPO Resin body, Polycarbonate Resin Thermoplastic cover with O-ring seal, and Cam and Ramp Lid, and a strainer basket of mineral reinforced polypropylene material.
    g. The strainer basket must be securely positioned below the suction inlet of the trap, with access for inspection and cleaning through a removable trap body lid. The trap body lid must be secured by means of a locking ring. Provide one spare basket for each strainer.

B. Pump Gauges

1. Pressure gauges must be provided on the discharge of the pumps.
2. Compound gauges must be provided at the intake port of the pumps, after the hair and lint strainer.
3. Gauges must be liquid filled, 316L stainless-steel bourdon tube type with a minimum 2-1/2-inch diameter dial, high impact polypropylene or stainless-steel case, corrosion resistant white scale with black divisions and numerals, 300 Series stainless-steel heavy duty rotary bushed movement, black enameled balanced Micrometer pointer.

    a. Basis of Design: Gauges must be manufactured by Weksler Instrument Corporation or approved equal.

4. Scale ranges must be selected to indicate the normal system operating pressure of each system or location within the system. Pressure ranges must be calibrated in psig (0-60 psi) and compound gauge must be calibrated in inches of mercury (0-30 in Hg / 0-60 psi).
5. A stainless-steel filter type pressure snubber must be provided for each pressure gauge consisting of a 3/8-inch diameter by 1/8-inch-thick micro metallic stainless-steel filter and placed in the line just before the pressure gauge. Provide isolation brass valves or brass gauge cocks at each gauge for easy replacement and maintenance.

2.2 FILTRATION EQUIPMENT

A. The filter system must consist of high rate filtration tanks as shown on the drawings. Every aspect and component of the filter system must be certified by the National Sanitation Foundation (NSF) and bear the certification mark. The filter must have an engraved metal data plate permanently affixed on the face of the system that describes operational data and instructions and indicates startup date.

B. It is the intent of these specifications to describe a filtration system complete in every respect with accessory items and supplied and warranted by one manufacturer.

C. Horizontally Oriented Fiberglass Tanks

1. The filter tanks must be horizontally oriented single cell fiberglass tanks, minimum 42 inches in diameter. The filter system must be listed as approved by the National Sanitation Foundation prior to bid date.

    a. Basis of Design: Fiberglass filters must be the product of Stark/Pentair, Waterco, or Neptune Benson provided they meet the specifications and layout. System design is based upon Stark/Pentair. Valves must be provided to backwash one filter at a time.

2. Filter tanks must incorporate components and features as described in this section.

3. Two (2) saddle style bases must be provided for tank support. Systems that incorporate stacked tanks must include similar bases and mounting saddles for the upper vessel. Tank supports and connections must be seismic rated to support the filter tanks for the appropriate seismic zone where the project is located. Access to the tank must be provided by a 14" x 18" manhole with two (2) curved yokes. Manhole seal must be complete with a one-piece 1/4" neoprene gasket and positioned so that internal pressure from the filter will augment the seal. No additional hardware or through bolts will be allowed.

4. Each filter tank must be equipped with the necessary flanges and connections for the internal and external piping. Connections must be comprised of fiberglass flanges and schedule 80 PVC flanges.

5. Tank connections 2 inches and smaller must be 150 lb. Type 316L stainless-steel threaded full couplings. Tank connections 3 inches and larger must be heavy steel bosses drilled and tapped on both sides to receive standard flanged fittings or Sch. 40 Type 316L stainless-steel nipples.

6. The discharge from the automatic air release valve must be hard piped to waste. Each filter tank must have a means of releasing air. Each coupling or orifice must be provided with a slotted PVC sand retainer or stainless-steel strainer. An automatic air release system must be provided for each tank.

7. The drain system must consist of a 3/4-inch 316L stainless-steel coupling mounted at the lowest point in the bottom head. This drain must be valved and piped to the nearest floor drain or backwash pit.

8. Filter Piping – Internal

    a. The lower internal distribution system must be a horizontal header/lateral arrangement. The header must be Schedule 80 PVC construction, capped on one end and flanged or threaded at the other end for field connection. Lateral connections must be spaced no more than 6 inches on centers and must be 1-1/2-inch FPT connections. Attachments to header must be solvent welded and thermo-welded to ensure integrity of connection.
    b. Under drain system must be factory installed and constructed of extra heavy Schedule 80 high impact PVC. Multiple PVC main headers must be tapped and threaded to receive laterals.
    c. Laterals must consist of 1-1/2-inch Schedule 80 PVC pipe with openings as required. Each lateral must be fabricated complete with socket cap on one end and male adapter on the other end. Both fittings must be solvent welded to the slotted pipe. Laterals must be designed and sized at the factory, so they are installed in the field and over the entire cross sections area of the filter.
    d. The upper distributor must consist of PVC piping Schedule 80 and/or deflector plate per manufacturer standard design.
    e. Each filter must be supplied with a pressure equalizing upper internal distribution system consisting of a horizontal header/lateral arrangement. The header piping must be constructed of Schedule 80 PVC. The header/lateral piping and connections must be designed and sized to provide uniform distribution and unrestricted flow during the filtration and backwash cycles.
    f. Upper laterals must be constructed of Schedule 80 PVC pipe with machine slotted openings or orifices. Machined slots or orifices must be clean, de-burred and free of obstructions that would not permit the free flow of water through the opening. Details of the lateral attachment to the header must be submitted for review and approval.
    g. The lower and upper distribution systems must be properly supported and anchored. Hardware in wetted areas must be Type 316L stainless-steel or non-metallic. Tank interiors must be inspected prior to the media being placed in the filters.

9. Filter Piping – External

    a. External face piping must be Schedule 80 PVC pipe and fittings. Flanges must be located so as to allow for easy dismantling of face piping. Fittings must be solvent cemented.
    b. Piping must be drilled and tapped where necessary to accommodate gauge tubing connectors.

c. Valves 3" and larger must be constructed with cast aluminum S12A alloy (as defined by ASTM B275) housing and fully coated with Rilsan on interior and exterior surfaces. Internal components include EPDM resilient lining, Rilsan coated ductile iron disc and 316L stainless-steel shaft. Valves must be rated for 150 psi bubble tight shutoff. Unless otherwise specified, nuts and bolts must be stainless-steel with stainless-steel washers and used when secured to PVC flanges. Systems incorporating solenoid, pneumatic, pressure amplified, hydraulic or multi-directional valves are not acceptable.
d. Standard accessory items must include sight glass rated for 50 psi with polycarbonate glass, remote mounted gauge panel with two 4½" diameter pressure gauges, ¼" petcocks, ¼" poly vent tubing with PVC compression adapters.

10. Backwash Control

a. The filter manifold face piping must be designed to allow for one (1) filter tank to backwash at a time while the recirculation system is operating. A manual backwashing system must be provided with the filter system.
b. Manual Backwash System
   1) The manual backwash system must be equipped with a face piping configuration such that the operator must manually control and operate both the time and sequencing of the backwash cycle. Valving on the filter face piping must be a mechanical linkage device allowing the operator to simultaneously move two (2) valves at once. Mechanical linkage components must be PVC or Type 316L Stainless-steel.

11. Automatic Air Relief Valve

a. A 1" valve must be provided to automatically and continuously release air in the filter. The valve must be fabricated of plastic with Buna-N seals. A plumbing kit must be provided with two (2) PVC ball valves to allow manual air relief and isolation of the automatic valve. Valves fabricated of cast iron, bronze or stainless-steel valves will not be accepted.

12. Filter Media

a. Filter media must be recycled glass media as approved by the filter manufacturer. Glass media must have a uniformity coefficient of 1.69, bulk density of 80 lbs/ft^3 and have an effective size from 0.45 to 0.6 mm.
b. The bottom layer of support media must be placed by hand to avoid damage to the under-drain system and leveled before the addition of the upper layer of filter media.
c. Media must be delivered after approval by the manufacturer of the filter and stored in 40-pound bags.
d. Media must be supplied by the filter manufacturer and approved by the filter manufacturer prior to shipping.

2.3 PIPING SYSTEMS

A. General

1. Provide recirculating piping between the pool and the filter room, fill receptor and interconnecting piping to and from the chemical feed systems and chemical controller.
2. Provide necessary pipe supports and support systems required to support associated piping and valves.
3. Provide other tubing, conduit, or piping associated with equipment specified herein. Coordinate with other trades.

B. Pipes

1. Pipe routing as shown and detailed on the contract drawings is diagrammatic only and is not intended to show minor details or exact locations of piping systems. Installation is required and must be adjusted to accommodate interference and adjustments anticipated and encountered. Pipe sizes on plans refer to the nominal inside diameter of the pipe.
2. PVC swimming pool piping must be NSF approved and conform to the requirements of ASTM D-1785.
3. PVC pipes must be the product of one manufacturer. Approved manufacturers of PVC piping are Eslon, Harvel, and Chemtrol or approved equal.
4. Swimming pool piping above the floor or deck in the filter room must be Schedule 80 PVC.
5. The influent and effluent lines to the heat exchanger unit must be CPVC. Connections between metallic piping and/or equipment and PVC must be flanged.
6. PVC and CPVC fittings must be the product of one manufacturer. Molded fittings must be manufactured by Asahi, Eslon, Chemtrol, Harvel, Spear, Lasco or acceptable substitutes. Fabricated fittings must be manufactured by Harrison Machine, Plastinetics, or acceptable substitute.
7. Chemical feed lines from chemical feeders to recirculation piping must be Schedule 80 PVC piping. Piping must be hard piped into the recirculation piping via tee or saddle per the drawings. Required valves must be of PVC construction.
8. Flanged plumbing connection hardware must be stainless-steel.
9. Materials must be installed by workmen thoroughly skilled in their trades and work must present a neat and mechanical appearance when complete. At no additional expense to the Owner, replace or correct work not judged acceptable by the Architect, Engineer, or Owner's representation.
10. No installation allowed that will provide a cross-connection or interconnection between a distributing supply for drinking purposes and the swimming pool, or between the pool and a sanitary or storm water sewer system that will permit a backflow of water into the pool water system.
11. Piping must be hydrostatically (water) pressure tested for leaks before start-up to guarantee water tightness. Pneumatic (air) pressure test not allowed.
12. Adhere to the applicable provisions in Division 22 - Plumbing, "General Provisions" and "Basic Materials and Methods" for installation of piping system.
13. Mechanical equipment must be connected into the recirculation piping system must be connected utilizing flanged or union connections.
14. Provisions must be made to purge pipes in the system.
15. Concentric reducers must be fiberglass by MerMade Filter, Inc., or equivalent reducers of schedule 80 PVC construction.

C. Pipe Hangers and Supports

1. Manufacturer

    a. Subject to compliance with these specifications, pipe hanger and support systems must be manufactured by Cooper B-line (basis of design), Inc, TOLCO, and Anvil International or approved equal.

2. Hangers

    a. Pipes 2 inches and smaller

        1) Adjustable steel clevis hanger, B-Line models B3100 or B3104.
        2) Adjustable steel swivel ring (band type) hanger, B-Line model B3170.

b. Pipes 2-1/2 inches and larger

1) Adjustable steel clevis hanger, B-Line model B3100.
2) Adjustable steel yoke pipe roll, B-Line model B3114.

3. Multiple or Trapeze Hangers

a. Trapeze hangers must be constructed from 12-gauge roll formed ASTM A1011 SS, Grade 33 structural steel channel, 1-5/8 by 1-5/8-inch minimum, B-Line B22 strut or stronger as required.
b. Mount pipes to trapeze with 2-piece pipe straps sized for outside diameter of pipe, B-Line B-2000 series.

4. Wall Supports

a. Pipes 2-1/2 inches and smaller

1) Steel offset “J” hook hanger, B-Line model B3600.

b. Pipes 3 inches and larger

1) Welded strut bracket and pipe straps, B-Line models B3064 and B2000 series.
2) Welded steel bracket B-Line model B3066 or B3067 with roller chair or adjustable steel yoke pipe roll. B-Line model B3120 or B3110.

5. Floor Supports

a. Electroplated carbon steel adjustable pipe saddle and nipple attached to steel base stand sized for pipe elevation. B-Line model B3092 and B3088T or B3090 and B8088. Pipe saddle must be screwed or welded to an appropriate base stand.

6. Vertical Supports

a. Steel riser clamp sized to outside diameter of pipe, B-Line model B3373.

7. Plastic Pipe Supports

a. V-Bottom clevis hangers with galvanized 18-gauge continuous support channel, B-Line models B3106 and B3106V, to form a continuous support system for plastic pipes smaller than 1 inch or flexible tubing.
b. A vented and sloped continuous PVC Schedule 40 pipe no smaller than 1-1/2 inch outside diameter will be used to route flexible tubing with the appropriate pipe supports.

8. Supplementary Structural Supports - Design and fabricate supports using structural quality steel bolted framing materials. Channels must be roll formed, 12-gauge ASTM A1011 SS Grade 33 steel, 1-5/8 inch or greater as required by loading conditions. Submit design for pipe tunnels, pipe galleries etc. for approval. Use clamps and fittings designed for use with the strut system.

D. Hanger Attachments

1. Upper Attachments

a. Beam Clamps

1) Beam clamps must be used where piping must be suspended from building steel. Clamp type must be selected on the basis of load supported and load configuration.
2) C-Clamps must be locknuts and cup point set screws similar to B-Line model B351L or B3036L. Top flange c-clamps must be used when attaching a hanger rod to the flange of structural steel, B-Line model B3034 or B3033 or approved equal. Refer to manufacturer's recommendations for set screw torque. Retaining straps must be used to maintain the clamp position on the beam where required.
3) Center load beam clamps must be used where specified. The steel clamps must be B-Line models B3050 or B3055. Forged steel beam clamps with cross bolt must be B-Line B3291-B3297 series or approved equal as required to fit beams.

b. Concrete Inserts

1) Cast in place spot concrete inserts must be used applicable, either steel or malleable iron body, B-line B2500 or B3014 or approved equal. Spot inserts must allow for lateral adjustment and have means for attachment to forms. Select inserts to suit threaded hanger rods sizes, B-line models N2500 or B3014N series.
2) Continuous concrete inserts must be used where applicable. Channels must be 12 gauge, ASTM A1011 Grade 33 structural quality carbon steel, complete with Styrofoam inserts and end caps with nail holes for attachment to forms. The continuous concrete insert must have a load rating of 2,000 lbs/ft. in concrete, B-Line models B22I, 32I, or 52I or approved equal. Select channel nuts suitable for strut and rod sizes.

E. Hanger Accessories

1. Hanger rods must be threaded on both ends or continuously threaded rods of circular cross section. Use adjustable lock nuts at upper attachments and hangers. No wire, chain, or perforated straps are allowed.

F. Hanger Finish

1. Indoor Finishes

a. Hangers must be zinc plated in accordance with ASTM B633 or must have an electro-deposited green epoxy finish.
b. Strut channels must be pre-galvanized in accordance with ASTM A653 SS Grade 33 G90 or must have an electro-deposited green epoxy finish.
c. Zinc Plated hardware is not acceptable for use in chemical rooms.

G. Valves

1. Valves 3 inches and larger must be butterfly type valves, with PVC body, 150# SWP with stainless-steel shaft, PVC or polypropylene disc and replaceable resilient seat bonded to a rigid shaft and guaranteed for bubble tight shutoff from 27-inch vacuum to 150 PSI. Extended neck 2 inches beyond flanges for insulated piping must be provided with handle for manual operation. Valve components must be suitable for swimming pool chlorinated water service. Butterfly valves must be Georg Fischer Type 563, Asahi/America Type SP Pool-Pro, Chemtrol Model-B, Simtech VP series, Colonial Valve 411 Series, or approved equal.
2. Valves smaller than 3 inches must be PVC true union ball valves, full port, three-piece construction, blowout-proof stem, Viton seal with socket end connectors.
3. Check valves must be a quick closing non-slam type, either self-aligning wafer or flanged type, of corrosion resistant materials suitable for use in a swimming pool environment. Provide check

valves in accordance with the manufacturer's recommendations. Locate check valves at least 5 pipe diameters from pumps and fittings. Check valves must be Technocheck Corp., model 5050, with epoxy coated cast iron body and bronze swing plates on a stainless-steel spring, Colonial Valve model 601N or 601NP PVC valve with EPDM O-ring and stainless-steel spring or approved equal, for installation between 150 lb. flanges.

4. Modulating float valve in the surge tank must have PVC body and stainless-steel wafer disc. Hardware must be non-corrodible. The float-operated valves must be provided horizontally on the main drain lines in the surge tank. A valve must consist of non-corrosion components including shaft, float arm, pins, and floats. Valve must be suitable for mounting on a 125E class standard PVC flange. The float arm leverage weight and pivot lengths must be adjustable to obtain desired ratio of surge tank level change to pool gutter overflow level change. Two floats and a stabilizer required. Valve must be model FV-D XWB (Extra Weight Ball) as manufactured by MerMade Filter, Inc. or approved equal manufactured by Neptune-Benson, EPD, or Fluidtrol Process Technologies, Inc.
5. Butterfly type valves 8 inches and larger must be fitted with a watertight gear operator.
6. Valves located 7 feet or greater off the floor must be fitted with a chain operator.
7. Electrically actuated butterfly valves (2 required) shall be provided as replacements to the existing Fisher diaphragm valves within the pool mechanical room to prevent flooding the basement in the event of a power and valve failure. Valves shall be interlocked with the pool recirculation pump and close whenever the pump is off or has lost power. Valve shall have battery backup in the event of a power failure.

    a. Basis of design: Series 92 electric actuator by Asahi/America or equal.

8. Valve hardware must be 316L stainless-steel and meet ANSI hardware installation guidelines.

H. Pipe and Valve Identification

1. Exposed pool piping must be equipped with color coded flow directional arrows at thirty (30) inch intervals per local and state swimming pool health code. Verify that pool piping identification is in accordance with local and state health regulations.
2. Valves must be identified with minimum 1-1/2-inch diameter plastic laminate engraved tags with minimum 1/2-inch-high numbers. Tags must be fastened to valves with a nylon attachment (zip tie). Valves must be described as to their function and referenced in the operating instruction manual and wall mounted piping diagram that must be prepared.

2.4 CHEMICAL TREATMENT SYSTEMS

A. pH Buffering System (CO_2) – Owner to rent from local supplier

1. Shop drawings complete with a piping diagram depicting the location in which the CO_2 feeder is connected to the system must be provided and approved prior to installation. Installation of the system must be as specified in the manufacturer's directions with no exceptions taken.
2. Bulk Storage

    a. Provide a system for storing, regulating, and feeding carbon dioxide for pH control. The system must consist of CO_2 storage tank, a pressure reducing/regulating system, a feed and rate of flow adjustment control system, injection system/mass transfer system, and valves, tubing, fittings, and appurtenances required for a complete and operable system.
    b. The system is to include the following components:

        1) CO_2 Storage Tank – **Owner Provided**

a) Provide one (1) 750 lb. mass storage tank meeting ASME requirements, specifically designed and configured for use with CO_2. The tank must be of an insulated, vacuum-jacketed double wall construction with a rated service pressure of at least 292 psig. The outer shell must be stainless-steel and given a 10-mil dry film thickness epoxy coating, the inner shell must be of stainless-steel.
b) The tank must include shut off and pressure regulating valves, gauges for accurate output pressure control, a 300-psig pressure relief valve, and must be provided with a dual pressure building/economizer regulator that includes a 7.5-amp, 120 VAC heater extending into the tank and the liquid CO_2. Tank must be equipped with a quick fill venturi feed system to expedite tank filling and prevent excessive product waste.
c) Peak usage flow rate must be 40 pounds per hour and a continuous flow rate of 15 pounds per hour. Secure tank to building wall with a coped saddle and a 16 GA x 3" stainless-steel strap bolted to wall.
d) Fill tank with CO_2 for initial testing and operation and provide full tank at the time of substantial completion.

2) Remote Fill Box

a) Provide a remote fill station for the bulk storage tank capable of filling at the rate of approximately 30 to 50 pounds per minute in a manner that does not require entry to the storage room containing the CO_2 tank. The length of tubing between remote fill box and bulk storage tank must not be more than 40', unless otherwise noted. Each fill station must consist of a flush mounted (recessed) lockable fill box located at the exterior of the building, as indicated, connected to the CO_2 system. It must include a quick disconnect and automatic closure coupling. Box must be 6" x 6" x 4" deep and constructed of painted 16 gauge galvanized or stainless-steel or sized to module with exterior masonry.
b) Each tank must be connected to an outside fill station, as indicated, with two lengths of 1/2 inch outside diameter copper tubing for the purpose: one to transfer liquid to the tanks from a bulk delivery vehicle, and the other from the relief valves to the outside of the building. Copper tubing from remote fill box to storage tank must be fitted with either double ferrule swage fittings, or silver soldered fittings.
c) Following the remote fill installation, pressurize the system to 150 PSI with gaseous CO_2 through the fill connection to test for leaks. Pressure test must be Snoop Liquid Leak Detector from Nupro Co. or approved equal.

3) Adjustable Rate of Flow Feed Unit

a) Provide an adjustable rate of flow feed unit to control the flow of CO_2 from the storage tank to the pool recirculation piping. The feed unit must be connected to the storage system with thick wall 3/8-inch OD reinforced braided polyethylene tubing enclosed in schedule 40 PVC. The feed system must include 120-volt AC solenoid operated valve for remote on/off control of CO_2. Feed system must be provided by BECS, Prominent, EKO3, or approved equal and as shown on the drawings.
b) Injection System: Provide one (1) wet stone diffuser designed for use with CO_2, sized to the pipe in which it must be inserted and for the maximum anticipated rate of CO_2 flow. Provide with pipe saddle connector and fittings and connectors required for a complete and operable installation.

B. Ultraviolet Dechloramination and Disinfection System

1. Medium Pressure UV

    a. Ultraviolet Disinfection Equipment: Must operate within the UVC electromagnetic spectrum emitting wavelengths in the range of 200nm to 400nm. This required wavelength will provide constant disinfection/inactivation of bacteria, algae, molds, viruses, and destruction of Monochloramines, Trichloramines, and Dichloramines. Ultraviolet Lamp/Chamber and Spectra Touch Control Panel by Evoqua Technologies Ltd. or approved equal. Deviations/exceptions must be provided in writing to and approved by the designer prior to the bid date.

    b. The UV System must have a MET or equivalent (ETL, CSA, or UL) listing, be NSF-50 2016 certified including Section 14.18 (crypto inactivation) and 3rd party validated to the USEPA UVDGM 2006 Guidelines.

        1) Equipment General Description: The Ultraviolet System must be provided in a complete package to include a stainless-steel chamber, Spectra Control System located in NEMA 12 (IP52) rated panel, Medium Pressure Bulb(s) designed to emit wavelengths within the UVC electromagnetic spectrum, automatic wiper system, and Project Commissioning by a Certified Ultraviolet Technician.

    c. Ultraviolet manufacturer to offer unit capability of a horizontal OR vertical installation application using state of art design and direct flow through characteristics. Unit must be a medium pressure system with 94% UVT at the indicated design flow rate. Systems validated or designed for flows based on 98% UVT are not acceptable. Chamber and Control Cabinet must be as indicated on the drawings.

    d. Ultraviolet Lamp

        1) Ultraviolet lamp must be medium pressure high intensity. Lamp must be designed to emit continuous Ultraviolet wavelengths in the range of 200nm to 400nm. This will provide optimal disinfection benefits and destruction of Monochloramine, Dichloramine, and Trichloramine compounds. The lamp(s) must remain unaffected by temperature variance of 0 degrees F (-17 C) to 200 degrees Fahrenheit (93 degrees Celsius).
        2) The lamp system must provide a constant dose of not less than 60 mJ/cm^2 until the end of the lamp life for indoor applications and not less than 40 mJ/cm^2 for outdoor disinfection and this must be based on constantly monitoring the full recirculating flow rate, not on a side stream treatment. The system must be equipped with infinitely variable power control of the lamp intensity & dose. Power stepping not acceptable. The lamps must be capable of turndown to 30% of the nominal rated power.
        3) The lamp must be connected via means of a plug connector and must have a mechanical interlock to prevent lamp removal when lit for safety reasons.

    e. Ultraviolet Reactor

        1) The unit must be constructed of 316L stainless-steel electropolished and passivated to prevent corrosion within the harsh pool environment.
        2) The Ultraviolet chamber must come complete with the following equipment: Ultraviolet intensity monitor factory calibrated to provide intensity in mWcm2, monitors providing percentage of lamp output not acceptable. It must include a built-in alarm system to notify the operator when the output level drops below the required level of 60 mJ/cm^2 (or operator set dosing levels).

3) UV Reactor will be a validated system with third party testing to a recognized international standard such as the USEPA DGM.
4) Ultraviolet temperature monitoring system must be provided to maintain system integrity in the event of flow interruptions to the chamber.
5) Ultraviolet chamber must come complete with annealed quartz sleeve with “O” ring seals for water tightness. The system must be complete with advanced seal arrangement to reduce the risk of quartz over-compression on the seal face.

f. Automatic Wiper System

1) An automatic cleaning system must be provided for cleaning of quartz sleeve and Ultraviolet monitor probe. The system must travel the entire length of the quartz sleeve twice per desired cleaning cycle. Precision molded wiper rings must be provided to ensure thorough quartz tube cleaning and quartz tube protection. The wiper cycle must be user selectable and adjustable within a range of 5 minutes to 24 hours depending on anticipated application and deposit build-up.
2) The wiper system must have the following characteristics:

a) The system must utilize direct drive with square faced coupling and acme threaded shaft to prevent slippage and pin shearing. Systems utilizing shear pins or complicated gear boxes will be unacceptable.
b) The wiper power supply must be 24-volt DC for improved safety. Higher voltage not acceptable.
c) System must incorporate Direct Shaft Encoding for positional location. Systems relying on external limit switches or internally located magnets will be unacceptable.
d) The wiper interval must be operator selectable with optional override switch.
e) Wiper faults must be indicated on the control system display.
f) Wiper System to utilize “Intelligent Operation” for automatic start-up commissioning.

3) Records wiper position at chamber ends. Position must be fixed and not dependent on a timed interval or component striking end of chamber.
4) Establish a travel run without using limit switches to ensure system integrity and longevity.

g. UV Strainer

1) The UV system must be provided with a downstream strainer to protect against the possibility of lamp/quartz breakage traveling downstream.

h. Ultraviolet Control System

1) The control cabinet must be a SPECTRA control unit and or pre-approved equal.
2) The power must be controllable to provide full power, half power and infinite variable power based on real time interface with changes in UVT, Flow Rate or Combined Chloramines. The power panel must house the electronic ballasts required to ignite and power the lamps.
3) Three levels of operation must be provided to meet the needs of the operator and pool environment: Simple Control (start, stop and reset), Full Parameter Display, and Customized Operator Configuration.
4) Modes of operation must be password protected to secure system critical setup functions. Touch Control system must have clearly identifiable start, stop, and reset icons (suitable for gloved operation) with Running and Fault LCD indicators.

5) The display must include the following:

a) Ultraviolet calculated dose
b) Ultraviolet intensity (as a percentage and mW/cm^2)
c) Lamp Current
d) Flow rate (as gallons per minute or m^3/hour)
e) Chamber Temperature
f) Operation hour meter
g) Fault indicators to include Lamp fault, low UV & temperature alarm, ground fault trip, wiper fault.
h) Alarm functions must have a simple text message display to assist in fault finding.

i. Ultraviolet Control System Interface

1) The Control system must have a minimum of the following system interface control:

a) Remote operation
b) Process interrupt features (from valves & flow meters)
c) Low UV dose
d) Flow meter input.
e) Auto-Restrike.
f) Half to full power UV setting with 24 hour/7-day settable timer.
g) Variable power/Dose pacing interface

2) Control system must have built in data-logging capabilities to record the following information:

a) UV intensity required.
b) UV intensity measured.
c) Lamp current
d) Chamber Temperature
e) Flow Rate
f) Time and date stamp, every alarm generated.

j. Manufacturers must maintain spare or replacement parts in the USA for the same day or not longer than next day delivery in North America.

2.5 WATER CHEMISTRY MONITORING AND CONTROL SYSTEM

A. A programmable pool chemical automation system must be provided for continuous monitoring and control of the pool water chemistry and related disinfection equipment. The installation of the system must be per the manufacturer's specification. A factory trained/authorized representative must provide training to the Owner and the training must be video recorded. Water chemistry controllers must be provided by ProMinent Fluid Controls, BECS Technology, SB Control Systems, or a technically equal system capable of providing equal performance for operating functions.

1. The water chemistry control systems for the pool must feature and be capable of the following. Water chemistry controllers without these capabilities and features are not considered equal. Water chemistry control system requirements are based upon BECSys7.

a. Continuous, real-time monitoring and control of pH and ORP.
b. The controller must be capable of interfacing with an alkalinity meter, which provides a reading of the total alkalinity of the body of water being controlled.

1) The alkalinity meter must provide monitoring of pool water total alkalinity by performing a flowing water titration, utilizing a single reagent. The alkalinity meter must report the total alkalinity reading to the water chemistry controller for display, data logging, remote access, alarm notifications and alkalinity control. Installation of the system must be per the manufacturer's specification and with no exceptions allowed. A factory trained/authorized representative must provide training to the owner. The specified meter is a BECSys Alkalinity Meter manufactured by BECS Technology, Inc.
2) The water chemistry controller must interface to the alkalinity meter via low-voltage, digital RS485 connection. Parameter changes made via the water chemistry controller user interface must be transmitted by the water chemistry controller to the alkalinity meter. The controller must provide user-programmable settings for low alkalinity and high alkalinity, which will activate a corresponding alarm when the total alkalinity reading exceeds these settings. The controller must monitor, display, and data log total alkalinity to 1 ppm resolution.
3) The alkalinity reagent must be specifically formulated to include no more than 3% hydrochloric acid. Alkalinity reagent must be available from the alkalinity meter manufacturer via the same distribution channel as the alkalinity meter.
4) The alkalinity meter must utilize a dedicated pH sensor with the following characteristics:

    a) 0-14 sensing range.
    b) ABS body with ½" NPT process connection.
    c) Minimum of 32 milliliters of inorganic electrolyte gel; organic electrolytes, susceptible to breakdown in the presence of strong oxidants, are not considered equal.
    d) A porous Teflon liquid junction to provide a stable, low impedance reference contact, and to prevent fouling and clogging of the liquid junction.
    e) A silver/silver chloride (Ag/AgCl) reference element.
    f) A general-purpose glass membrane pH sensing element.
    g) Operating temperature range of 0 - 80 degrees C.
    h) Operating pressure range of 0 - 100 psig.

c. Free chlorine in PPM, system flow rate, water chemistry balance calculations, water temperature, and other readings and control as deemed necessary for the project per this section.
d. The controller must have the ability to monitor and control the UV treatment system.
e. The controller must have the ability to call for pH from both CO_2 and Muriatic acid systems on a user programmable time-of-day schedule to alternate between feeding CO_2 or acid.
f. The controller must manage the recirculation pump with a programmable Fireman Cycle feature, which automatically turns off the Heater, UV, and Auxiliary systems prior to shutting off the recirculation pump.
g. The utilization of simultaneous ORP and PPM (bracketing) control for managing both the quantity and quality of the sanitizer/oxidizer. Controllers that do not have the ability to control simultaneously to ORP and PPM control points or that utilize an alternate chlorine set point or boost function will not be considered equal.
h. Actuating outputs in the following operator selectable modes: off, manual, automatic, proportional and must have a manual on fail-safe timer to ensure that if the controller is left in manual mode, the controller will revert back to automatic mode to prevent an over-feed event.
i. Programmable events can be time set to occur daily, weekly, or monthly.
j. Remote monitoring of the recirculation flow rate of the system when installed with compatible magmeters.

k. Provide use of flow signal as a supplemental chemical feed interlock to prevent the dosing of chemicals during a system low flow/no flow condition.
l. The controller must continuously monitor data-log while being monitored and control via two-way remote communication.
m. The controller must continuously calculate and display the Langelier Saturation Index and Ryznar Index using either sensor data and/or manual input for pH, temperature, total alkalinity, and calcium hardness.
n. Programmable high and low alarm levels for control functions with operator-selectable feed lockout and alarm buzzer options.
o. Performance and Certifications

1) The controller system must be NSF/ANSI 50 listed for automatic controller equipment for swimming pools, spas, and other recreational water facilities.
2) The controller system must be certified to UL61010/IEC61010 standards.
3) The controller must automatically activate the appropriate chemical feeders in order to maintain the sanitizer/oxidizer level:

a) Within +/- 0.1 parts per million (PPM) or +/- 10 mV (millivolts) of oxidation reduction potential (ORP)
b) The pH within +/- 0.1 pH unit of the set points selected by the operator.
c) Set point and calibration levels must be adjustable with a keypad mounted on the front panel of the unit as well as the remote interface.
d) The controller must use pH sensor with +/- 0.04 accuracy in the operational range of 6.8 – 8.2 as certified by NSF.
e) An ORP sensor with an accuracy of +/- 3% mV as certified by NSF.
f) A free chlorine sensor that operates in a range of 0.1 parts per million (PPM) up to 10.0 parts per million (PPM) within a 9% accuracy as tested by NSF or another third-party certifying agency.

p. System Supply

1) The controller must be factory supplied with:

a) ORP, pH, temperature, and free chlorine sensors.
b) A flowrate sensor to measure system flowrate.

q. Hardware

1) The controller must have:

a) A minimum of seven (7) fully configurable digital inputs.
b) A minimum of four (4) fully assignable digital outputs.
c) A minimum of nine (9) configurable analog inputs.
d) A minimum of five (5), 115 VAC fully assignable relays.
e) The controller must be capable of expanded capabilities with an optional input/output expansion card kit.
f) High voltage field wiring must be through a separate NEMA 4X factory engineered and supplied enclosure that precludes direct access to controller electronics. High voltage connections must be clearly identified, and a field wiring diagram must be provided with the controller for the Contractor's reference. Controller high-voltage relay assignment parameters must be programmed at the factory prior to delivery to installation location.
g) The controller must include a sensing flow cell that is hydraulically designed to allow verified correct flow and consistent pressure across sensors. Flow cell

will be clear PVC that is modular in concept and have the flexibility to add supplementary water chemistry sensors as desired. The sensing flow cell must include a safety flow switch sensor, water spigot, and isolation valves.

r. Communications

1) The controller must have as a standard feature:

a) The controller must include the capability of ethernet connection and secondary wireless communication.
b) The controller must allow full two-way remote communication and full control of parameters.
c) Accessibility with a standard internet browser using a fully interactive Ethernet TCP/IP graphical interface that includes security access codes.
d) Real-time monitor/control with real-time auto polling, data logging, email and text alarms and providing both graphical and report formats via a personal computer, smartphone, or tablet device.
e) The controller must have the ability to facilitate email or text alarm notifications, historical graphing, and real-time control via a personal computer, smartphone, or tablet device.
f) The controller must have the ability to export a .csv file once per day with reading type, time, and reading. The export must be done via email and must include the controller serial number. Export data must include ORP, Free Available Chlorine, pH, and Temperature.
g) The controller must have the ability to allow software upgrades and programming as needed in the field.

s. Commissioning and Manuals

1) The control system must be provided with on-site start-up operator training performed by a representative trained and authorized by the controller manufacturer.
2) The manufacturer must supply an operation and maintenance manual describing features, operating instructions, maintenance procedures and replacement parts.
3) Installation of the system must be per the manufacturer's specification and no exceptions must be allowed. A factory trained/authorized representative must provide training to the owner and the training must be video recorded.

2.6 FLOW METERS

A. Recirculation flow meter (1 required) must be provided according to the manufacturer in the filtered water return lines to the pool. The flow sensor must be the GF Signet 2551 insertion magmeter. Provide the coaxial cable from the sensor to the display/transmitter. Flow meter accuracy must be +/- 2% of reading.

B. Backwash piping flow meters (2 required) must be a pilot, impact ball, variable area type with one piece, impact resistant machined acrylic plastic body. GPM scale must be permanently etched or imprinted on the meter. Flow rate indicator must be of stainless-steel material. The scale range must be appropriate for a specific flow rate. Pipe size to accommodate backwash rate. The backwash piping flow meter must be BLUE-WHITE series F-300 or approved equal.

2.7 WATER LEVEL CONTROLLER

A. Sight Glass Surge Tank Water Level Controller

1. Provide a water level sensing and control system for the pool that will monitor the water level in the surge tank and automatically activate the auto water make-up control valve. For sensing water level and activating make-up water control valve, use Series ELC-810 Controller housed in a watertight NEMA 4X UL94 5V UL flammability rated polycarbonate enclosure to meet IP66 and NEMA 4, 4X, 12 and 13 ratings. The Controller must utilize two sensors to control water level. ELC-810 series must have a menu-driven LCD display screen and utilize a five-switch user interface for navigation through the menu. The menu must allow changing the following settings: delay to shutoff, alternate sensor option, maximum time on, manual override, delay to normal, type of sensor, high level option, flow sensor active, and sounder with alarm. Menu settings must be capable of password protection. The Controller must be capable of displaying the following data: last fill time, last drain time, last alarm. The Controller must be capable of determining the following: maximum time on exceeded, over current to solenoid valve, no valve/valve wiring problem, and sensor not working properly. The Controller must have a low voltage interlock with auto water make-up solenoid valve, must provide adjustable time delay for increasing level and manual override; and requires 115 VAC, 1 phase, 60 Hz power. Manufactured by AquatiControl Technology, model ELC-810-DS-SG-XXX (Coordinate the specific length(s) of cable required for each controller prior to ordering). Refer to drawings for additional information.
2. Provide a solenoid valve for the high-level sensor, normally opened, stainless-steel fitted, bronze body, 24 VAC slow closing type. Refer to Plumbing drawings for pipe size. Interlock with automatic water level control system. Refer to the drawings for additional information. Solenoid must be the 8221 Series by ASCO or approved equal. Maximum size of 2 1/2”.
3. Provide a proximity switch sensor that must be sensitive to within +/- 1/8” (4mm) of nominal water level. Supply voltage to sensor must be 12V to 24V DC from Controller. Current consumption must be < or = 15mA. Response frequency must be 100Hz. Maximum control output must be 200mA. Sensor operating temperature must be -25 Deg. C to 70 Deg. C. Operating humidity must range from 35% RH to 95% RH. Sensor must be mounted on the existing sight glass. Sight glass must be mounted to surge tank wall with composite/non-metallic hangers and stainless-steel hardware. Refer to drawings for additional information.
4. Wiring from the sensor to the Controller must be provided and must be connected to the terminal points mounted within a corrosion-resistant, nonmetallic NEMA 4X enclosure. Wiring connections must be made through the bottom of the enclosure. The enclosure size must be no less than 8” wide x 5” high x 4”deep. The access door must be the entire front face panel of the enclosure. Confirm location in field.
5. Major components must be plugged in using WAGO terminal blocks for ease of installation and replacement. Unit must be designed to activate a 24-volt AC solenoid valve.
6. Provide a make-up water solenoid valve, normally closed, stainless-steel fitted, bronze body, 24 VAC slow-closing type. Interlock with automatic water level control system. Refer to the drawings for additional information including size of pipe. Solenoid must be by ASCO 8221 or approved equal.
7. Discharge of make-up water must be into the surge tank. Refer to the drawings for additional information.

2.8 SWIMMING POOL FINISHES – Alternate #1

A. Tile Acid Wash & Cleaning

1. Power wash the interior of the swimming pool and surrounding perimeter deck with a light power wash to knock down any heavy dirt, mold, and/or algae. Contractor must not get the power washing nozzle too close to the surface to avoid damaging the finish. Start with a 60/40 mix of acid to water. Douse a small area with the mix and briefly scrub with a medium bristle brush. Rinse the area and assess. If clean, proceed for the remainder of the tile surface. If

needed, increase the mix ratio for more severe stains, though the mix should never be 100% acid. If a spill occurs, rinse the area immediately. Contractor to wear PPE during acid wash process including eye protection, mask/respirator, knee-high rubber boots, rubber gloves and protection for arms.

B. Tile Grout

1. Use either LATICRETE PERMACOLOR Grout or MAPEI Ultracolor Plus FA Grout in accordance with the manufacturer's requirements. As manufactured by LATICRETE International, MAPEI, Inc., or approved equal.
2. Mix grout to a thick creamy consistency and force into joints for entire thick depth, flush with surface. Clean off excess and fill skips and gaps before grout sets. Color selection by Architect or Interior Designer. Provide dampness for minimum 3-day curing and polish with clean dry cloths (not required when epoxy grouts are used).
3. Maintain a temperature range of 50 degrees Fahrenheit to 90 degrees Fahrenheit during installation of tile and grout materials. Tile installation should cure for a minimum 14 days with average a temperature of 70 degrees, while maintaining the minimum 40 degrees and maximum 90 degrees Fahrenheit, prior to filling pool with water.
4. Upon completion of placement and grouting, clean tile installation as recommended by TCNA and manufacturers of proprietary materials. Tile must be cleaned with pH neutral solutions, free of both sodium and potassium, in accordance with the tile and grout manufacturer's printed instruction.
5. Conform to the following reference standard:

    a. A108.10 – Installation of Grout in Tile Work.

PART 3 - EXECUTION

3.1 EXISTING CONDITIONS, INSPECTION AND PREPARATION

A. Carefully examine the contract documents for requirements that affect the work of this section. Prior to starting work, notify the Architect of defects requiring correction. Do not start work until conditions are satisfactory.

B. Verify that work by others, related to this section, has been completed. This includes earthwork, concrete work, and mechanical, electrical, and plumbing connections.

C. Protect materials and work completed by others from damage while completing the work in this section.

3.2 PIPING INSTALLATION

A. General

1. Provide and erect, according to the best practices of the trade, piping shown on the drawings and required for the complete installation of these systems. The piping shown on the drawings must be considered as diagrammatic in indicating the general run and connections and may or may not in parts be shown in its true position. The piping may have to be offset, lowered, or raised as required or as directed at the site. This does not relieve responsibility for the proper erection of the systems or piping in every respect suitable for the work intended as described in the specifications and approved by the Architect. In the erection of piping, it must

be properly supported, and proper provisions must be made for expansion, contraction and anchoring of piping. Piping must be cut accurately for fabrication to measurements established at the construction site. Pipe must be worked into place without springing and/or forcing, properly clearing windows, doors, and other openings and equipment. Cutting or other weakening of the building structure to facilitate installation will not be permitted. Pipes must have burrs and/or cutting slag removed by reaming or other cleaning methods in strict accordance with the manufacturer's instructions. Changes in direction must be made with fittings. Open ends of pipes and equipment must be properly capped or plugged to keep dirt and other foreign materials out of the systems. Plugs of rags, wool, cotton waste or similar materials will not be used in plugging. Piping must be arranged so as not to interfere with removal and maintenance of equipment, filters, or devices, and so as not to block access to manholes, access openings, etc. Flanges or unions applicable for the type of piping specified must be provided in the piping at connections to items of equipment. Piping must be installed to ensure noiseless circulation. Valves and specialties must be so placed to permit easy operation and access.

B. Pipe Hangers and Supports

1. Pipes must be adequately supported by pipe hangers and supports as specified.
2. Horizontal PVC Schedule 80 piping must be supported in accordance with the manufacturer’s recommendations for fluid temperature not exceeding 120-degree F and as listed below:

Nominal Pipe Size	Hanger Support Spacing	Minimum Rod Size for Single Rod Hanger
1-1/4” and less	5’-0”	3/8”
1-1/2” to 3”	6’-0”	1/2”
4” to 6”	8’-0”	5/8”
8” to 12”	10’-0”	7/8”

3. Horizontal CPVC Schedule 80 piping must be supported in accordance with the manufacturer’s recommendations for fluid temperature not exceeding 140-degree F and as listed below:

Nominal Pipe Size	Hanger Support Spacing	Minimum Rod Size for Single Rod Hanger
½” and less *	4’-0”	3/8”
¾” to 2”	6’-0”	3/8”
2-1/2” to 3”	7’-0”	1/2”
4” to 8”	8’-0”	7/8”

4. Round rods supporting the pipe hangers must be of the following dimensions:

Nominal Pipe Size	Rod Diameter
1/2" to 2" pipe	-3/8" rod
2-1/2" to 3" pipe	-1/2" rod
4" to 5" pipe	-5/8" rod
6" pipe	-3/4" rod

5. Hanger rods must be galvanized steel. Provide for controlling level and slope by turn buckles or other approved means of adjustment and incorporate lock nuts.
6. Provide means of preventing dissimilar metal contact such as plastic-coated hangers, copper colored epoxy paint, or non-adhesive isolation tape.
7. Provide hangers to provide a minimum of 1-inch space between finished covering and adjacent work.

8. Place a hanger within 12 inches of each horizontal elbow.
9. Support vertical piping independently of connected horizontal piping. Support vertical pipes at every floor. Wherever possible, locate riser clamps directly below pipe couplings or shear lugs.
10. Where several pipes can be installed in parallel and at the same elevation, provide trapeze hangers as specified. Trapeze hangers must be spaced according to the smallest pipe size or provide intermediate supports according to the support spacing schedules. Provide heavier members as required for the load supported for the entire span distance. Hanger rods must be as specified above and properly sized for the load supported, but not less than 5/8 inches diameter.
11. Piping must be rigidly supported from the building structure by means of hanger assemblies properly selected and sized for the application in accordance with the manufacturer's recommendations and specifications. Do not support piping from other pipes, ductwork or other equipment that is not building structure. Do not modify the building structure for hanger installation.
12. Attachment of piping hangers to the building structure must be provided in a manner approved by the Architect. Provide concrete inserts installed by others in the building construction at the time the concrete is poured, and hangers must be attached to these inserts.
13. The use of pipe hooks, chains, or perforated iron for pipe hanger supports will not be permitted.

C. Concrete Inserts

1. Provide inserts for placement in form work before concrete is poured.
2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
3. Where concrete slabs form finished ceilings, inserts must be flush with the slab surface.
4. Provide hook rods to concrete reinforcement section for inserts carrying pipe over 4 inches.

D. Flushing, Draining and Cleaning Pipe Systems

1. Flush out water systems with water before placing them in operation. Other systems must be cleaned by using compressed air or nitrogen. After systems are in operation and during the test period, strainer screens must be removed and thoroughly cleaned.

E. Expansion and Contraction

1. Make necessary provisions for expansion and contraction of piping with offsets, loops, flexible connections, and anchors as required to prevent undue strain. Provide shop drawings for method and arrangement for control of expansion and contraction of piping.

F. Testing

1. Piping installation and pressure testing must be performed by the Contractor and reviewed by the Owner or a designated representative of the Owner prior to putting the pool systems in operation. A minimum notice of one (1) week is required prior to review. Results must be submitted to the Architect. Pictures with time stamps for each section of piping must be included with testing report(s) and be submitted within one (1) week of the pressure test(s).
2. Pool related piping must be capped and hydraulically pressure tested (with water, not air) to a pressure of not less than 50 PSI for a period of no less than two (2) hours. Pressure testing must be conducted in accordance with ASTM D2774. The temperature of the water used for the test must be between 40ºF and 90 ºF.
3. Adhere to the applicable provisions of Division 22 - Plumbing, "General Provisions" and "Basic Materials and Methods" for installation of piping system.

3.3 START-UP AND INSTRUCTION

A. Supply the services of an experienced swimming pool operator/instructor for a period of not less than one day (total 8 hours) after the pool has been filled and initially placed in operation. During this period, the Owner's representatives who will be operating the pool must be thoroughly instructed in phases of the pool's operation. Deliver six (6) complete sets of operating and maintenance instructions for the swimming pool, structures, finishes and component equipment. Prior to leaving the job, obtain written certification from the designated Owner's representative acknowledging that the instruction period has been completed and necessary operating information provided.

B. Written reports of each of these visits outlining the pool's operation, competence and performance of the pool's operation personnel, and other pertinent comments must be submitted to the Owner and Architect/Engineer within one (1) week after each visit.

C. Provide specific written procedures that must be followed for emptying and refilling the pool as mentioned previously in this section. The procedures must be included in the bound volume of operating instructions and references in the front index with a note headed by the words: "CAUTION -- VERY IMPORTANT".

END OF SECTION 13 1100

SECTION 13 1105 - 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 pool materials and equipment.
2. Salvage of existing items to be reused or recycled.
3. Protection of surrounding areas.

B. Related Requirements:

1. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.

C. Related work specified in other sections:

1. Section 13 1100 - Swimming Pool

1.3 DEFINITIONS

A. Remove: Detach and remove items from the pool and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of the Contractor.

1.5 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.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owners Representative.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

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 OSHA Standards 29 CFR Part 1926 & 1910.

C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that all piping to remain has been plugged before starting selective demolition operations. All piping and pool equipment to remain fully drained immediately following the draining of the pool until the pool is ready to be refilled and started up for final system commissioning.

B. Review record documents of existing construction provided by Owners Representative. Owners Representative does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

F. Notify owner on completion of selective demolition and obtain documentation verifying that existing surfaces have been inspected and accepted.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Contractor to provide a dust control plan for review by the Owner's Representative.
2. Primary removal of pool tile and mortar must be performed by hydro-blast process. Sand blasting will not be permitted.
3. Double containment with dedicated exhaust of work area and pathway of removal is required.
4. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
5. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
6. Cover and protect furniture, furnishings, and equipment that have not been removed.
7. Comply with requirements for temporary enclosures and dust control.

3.3 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing pool finishes as described and/or indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Remove existing sand filters and face piping.
2. Remove existing recirculation pumps housekeeping pad, valves and strainer.
3. Remove existing flow meter sensor.
4. Remove existing UV chamber, cabinet and housekeeping pad.
5. Remove existing chemical controller.
6. Remove two (2) existing fisher valves.
7. Remove existing float valve in surge tank.
8. Remove recirculation piping, valves, hangers, and supports within the pool mechanical area to the extent shown on the drawings.
9. Remove abandoned muriatic acid bulk tank and dispose of remaining acid.
10. Dispose of demolished items and materials promptly.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Protect all finished surfaces during the demolition process.
2. Do not allow demolished materials to accumulate on-site.
3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

A. Clean adjacent structures and improvements including but not limited to structural spaces of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 13 1105

SECTION 26 0005
BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. This section applies to all sections of Division 26 and Division 28.

B. Drawings and general provisions of the contract, including Division 00 and Division 01 specification sections, apply to work of this section.

C. Provide all items, articles, materials, operations or methods listed, mentioned or scheduled on drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

D. The items in this section are supplementary to the requirements set forth in other portions of the specifications as indicated under Item "A" above.

1.02 DRAWINGS

A. The drawings show the location and general arrangement of equipment, electrical systems and related items. They shall be followed as closely as elements of the construction will permit.

B. Examine the drawings of other trades and verify the conditions governing the work on the job site. Arrange work accordingly, providing such fittings, conduit, junction boxes and accessories as may be required to meet such conditions.

C. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.

D. The architectural and structural drawings take precedence in all matters pertaining to the building structure, mechanical drawings in all matters pertaining to mechanical trades and electrical drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution.

1.03 INSPECTION OF SITE

A. Visit the site, examine and verify the conditions under which the work must be conducted before submitting proposal.

B. The submitting of a proposal implies that the contractor has visited the site and understands the conditions under which the work must be conducted.

1.04 TEMPORARY FACILITIES

A. Provide and remove upon completion of the project, in accordance with the general conditions, a complete temporary electrical and telephone service during construction.

1.05 ALTERNATES

A. Refer to Division 01 - General Requirements for procedures.

1.06 GUARANTEE

A. Contractor guarantees that the installation is free from defects and agrees to replace or repair, any part of this installation which becomes defective within a period of one year following final acceptance, unless noted otherwise, provided that such failure is due to defects in the equipment, material or installation or to follow the specifications and drawings. File with the Owner any and all guarantees from the equipment manufacturers.

1.07 CODES, PERMITS AND FEES

A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for electrical work shall be secured and paid for by the contractor. All work shall conform to all applicable codes, rules and regulations. Applicable publications listed in all sections of Division 26 shall be the latest issue, unless otherwise noted.

B. Rules of local utility companies shall be complied with. Check with the utility company supplying service to the installation and determine all devices including, but not limited to, all current and potential transformers, meter boxes, C.T. cabinets and meters which will be required and include the cost of all such items in proposal.

C. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed drawings or diagrams which may be required by the governing authorities. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

1.08 STANDARDS OF MATERIAL AND WORKMANSHIP:

A. All materials shall be new, unless noted otherwise. The electrical and physical properties of all materials, and the design, performance characteristics, and methods of construction of all items of equipment, shall be in accordance with the latest issue of the various, applicable standard specifications of the following recognized authorities:
   1. N.S.I. - American National Standards Institute
   2. S.T.M. - American Society for Testing Materials
   3. C.E.A. - Insulated Cable Engineers Association
   4. E.E.E. - Institute of Electrical and Electronics Engineers
   5. E.C. - National Electrical Code (NFPA 70)
   6. E.C.A. - National Electrical Contractors Association
   7. E.M.A. - National Electrical Manufacturer's Association
   8. F.P.A. - National Fire Protection Association
   9. L. - Underwriters Laboratories, Inc.

B. Perform all work in a first class and workmanlike manner, in accordance with the latest accepted standards and practices for the Trades involved.

C. All equipment of the same or similar systems shall be by the same manufacturer.

1.09 RECORD DRAWINGS

A. Refer to Division 01 - General Requirements for procedures. All literature shall be furnished in accordance with requirements listed in Division 01.

B. Contractor shall provide the following record drawings as part of the Project closeout document process:
   1. Contract Documents, specifications and submittals, indicating "As-Built" conditions and actual products selected for use.
   2. Product and Maintenance manuals for all equipment listed within this specification manual and in Contract Documents. Provide with parts lists as applicable.

1.10 SUBMITTALS

A. Refer to Division 01 - General Requirements for procedures.

B. Contractor shall provide submittals where items are referred to by symbolic designation on the drawings. All submittals shall bear the same designation (light fixtures, wiring devices, etc.). Refer to other sections of the electrical specifications for additional requirements.

C. Engineer WILL NOT REVIEW:
   1. Submittals not specified.
   2. Submittals which do not indicate optional equipment being provided.

3. Submittals not reviewed by Contractor; including Contractor stamp with signature comments.
4. Submittals made after work is delivered to site and/or installed.
5. Submittal resubmissions unless resubmission is required by Architect/Engineer.

1.11 MANUFACTURERS LISTED

A. The listing of specific manufacturers does not imply acceptance of their products that do not meet the specified ratings, features and functions. Manufacturers listed are not relieved from meeting these specifications in their entirety.

B. Products in compliance with the specification and manufactured by others not named will be considered only if pre-approved by the Engineer five (5) days prior to bid date.

1.12 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof for purposes other than testing even with the Owner's consent, shall not be construed to be an acceptance of the work on the part of the Owner, nor be construed to obligate the Owner in any way to accept improper work or defective materials.

B. Do not use Owner's light fixtures for temporary lighting except as allowed and directed by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

A. Install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the drawings and specifications, report such conflicts to the Architect/Engineer for resolution.

B. Equipment location shall be as close as practical to locations shown on the drawings.

C. Working clearances shall not be less than specified in NFPA 70 (National Electric Code).

3.02 COORDINATION

A. Install work to avoid interference with work of other trades including, but not limited to, architectural and mechanical trades. Remove and relocate any work that causes an interference at Contractor's expense. Disputes regarding the cause of an interference will be resolved by the Construction Manager or Architect/Engineer.

3.03 CUTTING, PATCHING AND DAMAGE TO OTHER WORK

A. Refer to Division 01 - General Requirements and Division 02 - Existing Conditions.

B. All cutting, patching and repair work shall be performed by the contractor through approved, qualified subcontractors. Contractor shall include full cost of same in bid.

3.04 EXCAVATION AND BACKFILLING

A. Provide all excavation, trenching, tunneling, dewatering and backfilling required for the electrical work. Coordinate the work with other excavating and backfilling in the same area.

B. Where conduit is installed less than 30" below the surface of pavement, provide concrete encasement, 4" minimum coverage, all around or as shown on the electrical drawings.

C. Backfill all excavations inside building, under drives and parking areas with well-tamped granular material. Backfill all excavations under wall footings with lean mix concrete up to underside of footings and extend concrete within excavation a minimum of four (4) feet each side of footing. Granular backfill shall be placed in layers not more than 8 inches in thickness, 95 percent compaction throughout with approved compaction equipment. Tamp, roll as required. Excavated material shall not be used.

D. Backfill outside building with granular material to a height 12 inches over top of pipe compacted to 95 percent compaction as specified above. Backfill remainder of excavation with unfrozen, excavated material in such a way to prevent settling. Tamp, roll as required.

3.05 EQUIPMENT FOUNDATION AND SUPPORTS

A. Shall be as required or as shown on plans or specified.

B. Provide concrete house keeping bases 4" above finished floor, with leveling channels, where noted, for floor-mounted equipment. Coordinate requirements with Division 03 - Concrete.

C. For equipment suspended from ceilings or walls, furnish and install all inserts, rods, structural steel frames, brackets and platforms required.

3.06 EQUIPMENT CONNECTIONS

A. Make connections to equipment, motors, lighting fixtures, and other items included in the work in accordance with the approved shop drawings and rough-in measurements furnished by the manufacturers of the particular equipment furnished. All additional connections not shown on the drawings, but called out by the equipment manufacturer's shop drawings shall be provided.

3.07 ACCESS DOORS AND PANELS

A. Refer to Division 08 - Openings; Provide access doors in locations as required per N.E.C. Coordinate locations with architectural trades.

3.08 CLEANING

A. Refer to Division 01 - General Requirements; All equipment shall be cleaned as frequently as necessary through the construction process and again prior to project completion.

B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.09 DELIVERY, STORAGE AND PROTECTION OF EQUIPMENT AND MATERIALS

A. Refer to Division 01 - General Requirements; All equipment and materials shall be delivered, stored and secured per manufacturer's recommendations.

B. On-site storage shall be coordinated with Construction Manager and be performed in a manner as to avoid damage, deterioration and loss.

3.10 DRAWINGS AND MEASUREMENTS

A. Electrical drawings are not intended to be scaled for rough-in measurements nor to serve as submittals. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement shall be taken by the Contractor.

END OF SECTION

SECTION 26 0505
SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical demolition and extension of existing electrical work.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements
B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements.
C. Section 26 0005 - Basic Electrical Requirements.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that abandoned wiring and equipment serve only abandoned facilities.
B. Demolition drawings are based on casual field observation and existing record documents.
C. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
B. Coordinate utility service outages with utility company.
C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
    1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
    2. Make temporary connections to maintain service in areas adjacent to work area.
E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
    1. Notify Owner before partially or completely disabling system.
    2. Notify local fire service.
    3. Make notifications at least 24 hours in advance.
    4. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
    1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
    2. PCB- and DEHP-containing lighting ballasts.

3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.

B. Remove, relocate, and extend existing installations to accommodate new construction.

C. Remove abandoned wiring to source of supply.

D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.

F. Disconnect and remove abandoned panelboards and distribution equipment.

G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

H. Repair adjacent construction and finishes damaged during demolition and extension work.

I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR

A. See Division 01 - General Requirements.

B. Clean and repair existing materials and equipment that remain or that are to be reused.

C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

D. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

END OF SECTION

SECTION 26 0519
VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Metal-clad cable.

C. Wiring connectors.

D. Electrical tape.

E. Heat shrink tubing.

F. Oxide inhibiting compound.

G. Wire pulling lubricant.

H. Cable ties.

I. Firestop sleeves.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements.

B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements, cutting and patching requirements, and repairs.

C. Section 07 8400 - Firestopping.

D. Section 26 0005 - Basic Electrical Requirements.

E. Section 26 0505 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.

F. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

G. Section 26 0536 - Cable Trays for Electrical Systems: Additional installation requirements for cables installed in cable tray systems.

H. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

I. Section 28 4600 - Fire Detection and Alarm: Fire alarm system conductors and cables.

J. Division 31 - Earthwork: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).

E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC) 2012.

G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2009.

H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.

I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.

K. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.

L. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.

M. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.

N. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.

O. UL 1569 - Metal-Clad Cables Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. Contractor shall provide submittals for equipment listed herein. Refer to Division 01 for submittal procedures.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

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

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is permitted only as follows:
   1. Where not otherwise restricted, may be used:
      a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
         1) Maximum Length: 6 feet.
      b. Where concealed in hollow stud walls, above accessible ceilings, and under raised floors for branch circuits up to 20 A.

H. Manufactured wiring systems are not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductor Material:
   1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
   2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   3. Tinned Copper Conductors: Comply with ASTM B33.

H. Minimum Conductor Size:
   1. Branch Circuits: 12 AWG.
      a. Exceptions:
         1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
         2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
         3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.

I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

J. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
   3. Color Code:
      a. 480Y/277 V, 3 Phase, 4 Wire System:
         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.
         4) Neutral/Grounded: Gray.
      b. 208Y/120 V, 3 Phase, 4 Wire System:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.

4) Neutral/Grounded: White.

c. Equipment Ground, All Systems: Green.

d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
1. Copper Building Wire:
a. Cerro Wire LLC: www.cerrowire.com.
b. Encore Wire Corporation: www.encorewire.com.
c. General Cable Technologies Corporation: www.generalcable.com.
d. Southwire Company: www.southwire.com.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:
1. Feeders and Branch Circuits:
a. Size 10 AWG and Smaller: Stranded.
b. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation:
1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.04 METAL-CLAD CABLE

A. Manufacturers:
1. AFC Cable Systems Inc: www.afcweb.com/#sle.
2. Encore Wire Corporation: www.encorewire.com/#sle.
3. Southwire Company: www.southwire.com/#sle.

B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

C. Conductor Stranding:
1. Size 10 AWG and Smaller: Stranded.
2. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

F. Provide oversized neutral conductors where indicated or required.

G. Grounding: Full-size integral equipment grounding conductor.

H. Armor: Steel, interlocked tape.

2.05 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 0526.

C. Wiring Connectors for Splices and Taps:
1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.

D. Wiring Connectors for Terminations:
   1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
   2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
   3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
   4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.

E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

H. Mechanical Connectors: Provide bolted type or set-screw type.

I. Compression Connectors: Provide circumferential type or hex type crimp configuration.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.
   4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
   5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
   6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
   7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
   8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

9. Provide oversized neutral/grounded conductors where indicated and as specified below.
    a. Provide 200 percent rated neutral for feeders fed from K-rated transformers.
    b. Provide 200 percent rated neutral for feeders serving panelboards with 200 percent rated neutral bus.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install metal-clad cable (Type MC) in accordance with NECA 120.

E. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
2. Pull all conductors and cables together into raceway at same time.
3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

H. Terminate cables using suitable fittings.
1. Metal-Clad Cable (Type MC):
    a. Use listed fittings.
    b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

I. Install conductors with a minimum of 12 inches of slack at each outlet.

J. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

M. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
3. Do not remove conductor strands to facilitate insertion into connector.
4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

O. Insulate ends of spare conductors using vinyl insulating electrical tape.

P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Division 07.

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.

C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground bars.

E. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements

B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements, cutting and patching requirements, repairs.

C. Section 26 0005 - Basic Electrical Requirements

D. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

E. Section 26 0536 - Cable Trays for Electrical Systems: Additional grounding and bonding requirements for cable tray systems.

F. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

G. Section 26 5600 - Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

H. Division 31 - Earthwork: Excavating, trenching and fill.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings 2017.

D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.

E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify exact locations of underground metal water service pipe entrances to building.
   2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
   3. Notify Strategic Energy Solutions, Inc. of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.05 SUBMITTALS

A. Contractor shall provide submittals for equipment listed herein. Refer to Division 01 for submittal procedures.

B. Project Record Documents: Record actual locations of grounding electrode system components and connections.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.

B. Do not use products for applications other than as permitted by NFPA 70 and product listing.

C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

E. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

F. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.
      b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
   2. Metal Underground Water Pipe(s):
      a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
      b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
      c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
   3. Concrete-Encased Electrode:
      a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
   4. Ground Ring:

a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches.
b. Where location is not indicated, locate ground ring conductor at least 24 inches outside building perimeter foundation.
c. Provide ground enhancement material around conductor.
d. Provide connection from ground ring conductor to:
1) Perimeter columns of metal building frame.
2) Ground rod electrodes located as indicated.

5. Ground Rod Electrode(s):
a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
b. Space electrodes not less than 10 feet from each other and any other ground electrode.
c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.

6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
7. Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect grounding electrode conductor provided for service-supplied system grounding to this ground bar.
a. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
b. Where ground bar location is not indicated, locate in accessible location as near as possible to service disconnect enclosure.
c. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

G. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

H. Cable Tray Systems: Also comply with Section 26 0536.

I. Pole-Mounted Luminaires: Also comply with Section 26 5600.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:
         1) Use bare copper conductors where installed underground in direct contact with earth.
         2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
   4. Manufacturers - Mechanical and Compression Connectors:
      a. Advanced Lightning Technology (ALT): www.altfab.com
      b. Burndy LLC: www.burndy.com
      c. Harger Lightning & Grounding: www.harger.com
      d. Thomas & Betts Corporation: www.tnb.com
   5. Manufacturers - Exothermic Welded Connections:
      a. Burndy LLC: www.burndy.com
      b. Cadweld, a brand of Erico International Corporation: www.erico.com
      c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com

D. Ground Bars:
   1. Description: Copper rectangular ground bars with mounting brackets and insulators.
   2. Size: As indicated.
   3. Holes for Connections: As indicated or as required for connections to be made.
   4. Manufacturers:
      a. Advanced Lightning Technology (ALT): www.altfab.com
      b. Erico International Corporation: www.erico.com
      c. Harger Lightning & Grounding: www.harger.com
      d. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com

E. Ground Rod Electrodes:
   1. Comply with NEMA GR 1.
   2. Material: Copper-bonded (copper-clad) steel.
   3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.
   4. Where rod lengths of greater than 10 feet are indicated or otherwise required, sectionalized ground rods may be used.
   5. Manufacturers:
      a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
      b. Erico International Corporation: www.erico.com/#sle.
      c. Galvan Industries, Inc: www.galvanelectrical.com/#sle.
      d. Harger Lightning & Grounding: www.harger.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.

D. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 26 0553.

3.03 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.13.

C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements

B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements, and cutting and patching requirements.

C. Division 03 - Concrete: Concrete equipment pads.

D. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.

E. Section 26 0005 - Basic Electrical Requirements

F. Section 26 0533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.

G. Section 26 0536 - Cable Trays for Electrical Systems: Additional support and attachment requirements for cable tray.

H. Section 26 0533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

I. Section 26 5100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

J. Section 26 5600 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

1.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.

D. MFMA-4 - Metal Framing Standards Publication 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
   2. Coordinate the work with other trades to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.

4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Division 03.

1.05 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with applicable building code.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
2. Conduit Clamps: Bolted type unless otherwise indicated.
3. Manufacturers:
a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com
b. Erico International Corporation: www.erico.com
c. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com
d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
e. Thomas & Betts Corporation: www.tnb.com

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
1. Manufacturers:
a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
b. Erico International Corporation: www.erico.com/#sle.
c. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
e. Thomas & Betts Corporation: www.tnb.com/#sle.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
   1. Comply with MFMA-4.
   2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
   3. Manufacturers:
      a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com
      b. Thomas & Betts Corporation: www.tnb.com
      c. Unistrut, a brand of Atkore International Inc: www.unistrut.com

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
   1. Minimum Size, Unless Otherwise Indicated or Required:
      a. Equipment Supports: 1/2 inch diameter.
      b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
      c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
      d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
      e. Outlet Boxes: 1/4 inch diameter.
      f. Luminaires: 1/4 inch diameter.

F. Non-Penetrating Rooftop Supports for Low-Slope Roofs: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
   1. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
   2. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
   3. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.
   4. Manufacturers:
      a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com
      b. Erico International Corporation: www.erico.com
      c. PHP Systems/Design: www.phpsd.com
      d. Unistrut, a brand of Atkore International Inc: www.unistrut.com

G. Anchors and Fasteners:
   1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:

1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad constructed in accordance with Division 03.
5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Conduit Support and Attachment: Also comply with Section 26 0533.13.

I. Cable Tray Support and Attachment: Also comply with Section 26 0536.

J. Box Support and Attachment: Also comply with Section 26 0533.16.

K. Secure fasteners according to manufacturer's recommended torque settings.

L. Remove temporary supports.

3.02 FIELD QUALITY CONTROL

A. See Division 01 - General Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 26 0533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Rigid polyvinyl chloride (PVC) conduit.

B. Conduit fittings.

C. Accessories.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements.

B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements, cutting and patching requirements, and repairs.

C. Division 07 - Thermal and Moisture Protection: Firestopping.

D. Section 07 8400 - Firestopping.

E. Section 26 0005 - Basic Electrical Requirements

F. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables.

G. Section 26 0526 - Grounding and Bonding for Electrical Systems.

H. Section 26 0529 - Hangers and Supports for Electrical Systems.

I. Section 26 0533.16 - Boxes for Electrical Systems.

J. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

K. Section 28 4600 - Fire Detection and Alarm: Fire alarm wiring in conduit.

L. Division 31 - Earthwork: Excavating, trenching and fill.

M. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2015.

B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2015.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2013.

E. NECA 102 - Standard for Installing Aluminum Rigid Metal Conduit 2004.

F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.

G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.

H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit 2018.

I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.

J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2016.

K. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

L. UL 1 - Flexible Metal Conduit Current Edition, Including All Revisions.

M. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.

N. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.

O. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.

P. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
   1. Maximum Length: 6 feet.

C. Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit.
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
   3. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.

D. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT REQUIREMENTS

A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.

B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Minimum Conduit Size, Unless Otherwise Indicated:
   1. Branch Circuits: 3/4 inch (21 mm) trade size.
   2. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
   3. Underground, Interior: 1 inch (27 mm) trade size.
   4. Underground, Exterior: 1 inch (27 mm) trade size.

E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Manufacturers:
   1. Cantex Inc: www.cantexinc.com
   2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com
   3. JM Eagle: www.jmeagle.com

B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

C. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
   2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.04 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

C. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

D. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.

E. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig; Suitable for the conduits to be installed.

F. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.

G. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

B. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal all conduits unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
   5. Unless otherwise approved, do not route conduits exposed:
      a. Across floors.
      b. Across roofs.
      c. Across top of parapet walls.
      d. Across building exterior surfaces.
   6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
   7. Arrange conduit to maintain adequate headroom, clearances, and access.
   8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
   9. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
   10. Group parallel conduits in the same area together on a common rack.

C. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.
   a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
7. Use of wire for support of conduits is not permitted.

D. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.
4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
6. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

E. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Division 07.

F. Underground Installation:
1. Provide trenching and backfilling in accordance with Division 31.

G. Embedment Within Structural Concrete Slabs (only where approved by Structural Engineer):
1. Secure conduits to prevent floating or movement during pouring of concrete.

H. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Division 03 with minimum concrete cover of 2 inches on all sides unless otherwise indicated.

I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
   2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
   3. Where conduits are subject to earth movement by settlement or frost.

J. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
   1. Where conduits pass from outdoors into conditioned interior spaces.
   2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

K. Provide grounding and bonding in accordance with Section 26 0526.

L. Identify conduits in accordance with Section 26 0553.

3.03 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 26 0533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements.

B. Division 03 - Concrete: Concrete.

C. Division 07 - Thermal and Moisture Protection: Firestopping.

D. Division 08 - Openings: Access Doors.

E. Section 08 3100 - Access Doors and Panels: Panels for maintaining access to concealed boxes.

F. Section 26 0005 - Basic Electrical Requirements.

G. Section 26 0526 - Grounding and Bonding for Electrical Systems.

H. Section 26 0529 - Hangers and Supports for Electrical Systems.

I. Section 26 0533.13 - Conduit for Electrical Systems:
   1. Conduit bodies and other fittings.
   2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

J. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

K. Section 26 2726 - Wiring Devices:
   1. Wall plates.

L. Section 26 2813 - Fuses: Spare fuse cabinets.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2010.

C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.

D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. SCTE 77 - Specification for Underground Enclosure Integrity 2017.

H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.

I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

J. UL 508A - UL Standard for Safety Industrial Control Panels 2018.

K. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
   4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
   5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
   6. Coordinate the work with other trades to preserve insulation integrity.
   7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
   8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. Contractor shall provide submittals for equipment listed herein. Refer to Division 01 for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.
   1. Underground Boxes/Enclosures: Include reports for load testing in accordance with SCTE 77 certified by a professional engineer or an independent testing agency upon request.

C. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, cabinets and enclosures, floor boxes, and underground boxes/enclosures.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Keys for Lockable Enclosures: Two of each different key.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled as suitable for the purpose intended.
   4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
   5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
   1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.

2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
12. Wall Plates: Comply with Section 26 2726.
13. Manufacturers:
    a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com
    b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com
    c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com
    d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com
    e. Thomas & Betts Corporation: www.tnb.com

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
3. Junction and Pull Boxes Larger Than 100 cubic inches:
    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
    b. Boxes 6 square feet and Larger: Provide sectionalized screw-cover or hinged-cover enclosures.
4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
    a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
    b. Back Panels: Painted steel, removable.
    c. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide separate boxes for emergency power and normal power systems.

E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

H. Box Locations:
   1. Locate boxes to be accessible. Provide access panels in accordance with Division 08 as required where approved by the Architect.
   2. Unless dimensioned, box locations indicated are approximate.
   3. Locate boxes as required for devices installed under other sections or by others.
   4. Locate boxes so that wall plates do not span different building finishes.
   5. Locate boxes so that wall plates do not cross masonry joints.
   6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
   7. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
      a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
   8. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0533.13.

I. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

J. Install boxes plumb and level.

K. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

L. Install boxes as required to preserve insulation integrity.

M. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

O. Close unused box openings.

P. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

Q. Provide grounding and bonding in accordance with Section 26 0526.

3.03 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Identification nameplates and labels.

C. Wire and cable markers.

D. Voltage markers.

E. Underground warning tape.

F. Floor marking tape.

G. Warning signs and labels.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements.

B. Division 09 - Finishes: Interior and Exterior Painting.

C. Section 09 9113 - Exterior Painting.

D. Section 09 9123 - Interior Painting.

E. Section 26 0005 - Basic Electrical Requirements

F. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

G. Section 26 0536 - Cable Trays for Electrical Systems: Additional identification requirements for cable tray systems.

H. Section 26 0573 - Power System Studies: Arc flash hazard warning labels.

I. Section 26 2726 - Wiring Devices: Device and wallplate finishes; factory pre-marked wallplates.

1.03 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

B. UL 969 - Marking and Labeling Systems Current Edition, Including All Revisions.

1.04 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.

B. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    a. Panelboards:
        1) Identify ampere rating.
        2) Identify voltage and phase.

3) Identify power source and circuit number. Include location when not within sight of equipment.
4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

b. Transformers:
1) Identify kVA rating.
2) Identify voltage and phase for primary and secondary.
3) Identify power source and circuit number. Include location when not within sight of equipment.

c. Enclosed switches, circuit breakers, and motor controllers:
1) Identify voltage and phase.
2) Identify power source and circuit number. Include location when not within sight of equipment.
3) Identify load(s) served. Include location when not within sight of equipment.

d. Transfer Switches:
1) Identify voltage and phase.
2) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.

2. Service Equipment:
a. Use identification nameplate to identify each service disconnecting means.

3. Emergency System Equipment:
a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.

4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.

5. Use identification label or handwritten text using indelible marker on inside of door at each fused switch to identify required NEMA fuse class and size.

6. Use field-painted floor markings, floor marking tape, or warning labels to identify required equipment working clearances where indicated or where required by the authority having jurisdiction.
a. Field-Painted Floor Markings: Alternating black and white stripes, 3 inches wide, painted in accordance with Section 09 9123 and 09 9113.

7. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
a. Service equipment.
b. Industrial control panels.
c. Motor control centers.
d. Elevator control panels.
e. Industrial machinery.

8. Arc Flash Hazard Warning Labels: Comply with Section 26 0573.

C. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or

branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

D. Identification for Cable Tray: Comply with Section 26 0536.

E. Identification for Boxes:
   1. Use voltage markers to identify highest voltage present.
   2. Use voltage markers or color coded boxes to identify systems other than normal power system.
      a. Color-Coded Boxes: Field-painted in accordance with Division 09 per the same color code used for raceways.

F. Identification for Devices:
   1. Wiring Device and Wallplate Finishes: Comply with Section 26 2726.
   2. Use identification label to identify fire alarm system devices.
      a. For devices concealed above suspended ceilings, provide additional identification on ceiling tile below device location.
   3. Use identification label to identify serving branch circuit for all receptacles.
      a. For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.

G. Identification for Luminaires:
   1. Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Materials:
      a. Indoor Clean, Dry Locations: Use plastic nameplates.
      b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
   2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
   3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
   4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
   5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
   1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
   2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Caution and Warning Messages:
   1. Minimum Size: 2 inches by 4 inches.
   2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height: 1/2 inch.
   5. Color: Black text on yellow background unless otherwise indicated.

D. Format for Receptacle Identification:
   1. Minimum Size: 3/8 inch by 1.5 inches.

2. Legend: Power source and circuit number or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on clear background.

E. Format for Fire Alarm Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Designation indicated and device zone or address.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Red text on white background.

2.03 VOLTAGE MARKERS

A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

B. Minimum Size:
1. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
2. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

C. Legend:
1. Markers for Voltage Identification: Highest voltage present.
2. Markers for System Identification:
a. Emergency Power System: Text "EMERGENCY".

D. Color: Black text on orange background unless otherwise indicated.

2.04 UNDERGROUND WARNING TAPE

A. Materials: Use non-detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.

B. Non-detectable Type Tape: 6 inches wide, with minimum thickness of 4 mil.

C. Legend: Type of service, continuously repeated over full length of tape.

D. Color:
1. Tape for Buried Power Lines: Black text on red background.
2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

2.05 FLOOR MARKING TAPE

A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminate, 3 inches wide, with alternating black and white stripes.

2.06 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
1. Materials:
a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
3. Minimum Size: 7 by 10 inches unless otherwise indicated.

C. Warning Labels:

1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
1. Surface-Mounted Equipment: Enclosure front.
2. Flush-Mounted Equipment: Inside of equipment door.
3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
4. Elevated Equipment: Legible from the floor or working platform.
5. Branch Devices: Adjacent to device.
6. Interior Components: Legible from the point of access.
7. Boxes: Outside face of cover.
8. Conductors and Cables: Legible from the point of access.
9. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.

G. Secure rigid signs using stainless steel screws.

H. Mark all handwritten text, where permitted, to be neat and legible.

END OF SECTION

SECTION 26 2816.16
ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed safety switches.

1.02 RELATED REQUIREMENTS

A. Division 01 - General Requirements: Project administrative and procedural requirements.

B. Section 26 0005 - Basic Electrical Requirements.

C. Section 26 0526 - Grounding and Bonding for Electrical Systems.

D. Section 26 0529 - Hangers and Supports for Electrical Systems.

E. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

F. Section 26 0573 - Power System Studies: Additional criteria for the selection of equipment and associated protective devices specified in this section.

G. Section 26 2813 - Fuses.

H. Section 26 3600 - Transfer Switches: Automatic and non-automatic switches listed for use as transfer switch equipment.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum) 2013.

D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.

E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.

G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

H. UL 98 - Enclosed and Dead-Front Switches Current Edition, Including All Revisions.

I. UL 869A - Reference Standard for Service Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
   4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB/GE: www.geindustrial.com

B. Eaton Corporation: www.eaton.com

C. Schneider Electric; Square D Products: www.schneider-electric.us

D. Siemens Industry, Inc: www.usa.siemens.com

2.02 ENCLOSED SAFETY SWITCHES

A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature: Between -22 degrees F and 104 degrees F.

D. Horsepower Rating: Suitable for connected load.

E. Voltage Rating: Suitable for circuit voltage.

F. Short Circuit Current Rating:
   1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.

G. Enclosed Safety Switches Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

H. Provide with switch blade contact position that is visible when the cover is open.

I. Conductor Terminations: Suitable for use with the conductors to be installed.

J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
      b. Outdoor Locations: Type 3R.

L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

M. Heavy Duty Switches:
   1. Comply with NEMA KS 1.
   2. Conductor Terminations:
      a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
      a. Provide means for locking handle in the ON position where indicated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment in accordance with Section 26 0529.

E. Install enclosed switches plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 26 0526.

H. Identify enclosed switches in accordance with Section 26 0553.

3.02 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

END OF SECTION