

Central Plant Repairs Specifications

Gulf Coast State College 5230 West Highway 98 Panama City, Florida 32401

February 20, 2015



40 S. PALAFOX PLACE, SUITE 300 PENSACOLA, FL 32502 P: 850-438-0050 | F: 850-432-8631 www.schmidtconsultinggroup.com

SECTION 002000 - TABLE OF CONTENTS

VOLUME 1

- **DIVISION 00 CONDITIONS**
- 002000 Table of Contents
- 007000 General Conditions of the Contract (AIA Document A201)
- 008000 Supplementary General Conditions
- 008200 Special Conditions

DIVISION 01 - GENERAL REQUIREMENTS

- 011000 Summary
- 012500 Substitution Procedures
- 012900 Payment Procedures
- 013100 Project Management and Coordination
- 013200 Construction Progress Documentation
- 013300 Submittal Procedures
- 013310 Digital File Release
- 013320 Routing Transmittal
- 014000 Quality Requirements
- 014200 References
- 016000 Product Requirements
- 017329 Cutting & Patching
- 017700 Closeout Procedures
- 017823 Operation and Maintenance Data
- 017839 Project Record Documents
- 017900 Demonstrations and Training

DIVISION 02 - EXISTING CONDITIONS Not Used

- DIVISION 03 CONCRETE Not Used
- DIVISION 04 MASONRY 042000 Unit Masonry Veneer
- DIVISION 05 METALS 055000 Metal Fabrications
- DIVISION 06 WOOD, PLASTIC AND COMPOSITES Not Used
- DIVISION 07- THERMAL AND MOISTURE PROTECTION 079200 Joint Sealants
- DIVISION 08 OPENINGS 089000 Louvers And Vents
- DIVISION 09 FINISHES 099113 Exterior Painting 099123 Interior Painting

DIVISION 10 – SPECIALTIES Not Used

DIVISION 11 – EQUIPMENT







GULF COAST STATE COLLEGE CHILLER PLANT REPAIRS Panama City, Florida SCHMIDT CONSULTING GROUP, INC. 100% CD - PROJECT MANUAL Project No. 2014-173

Not Used

DIVISION 12 - FURNISHINGS Not Used

DIVISION 13 – SPECIAL CONSTRUCTION Not Used

DIVISION 14 – CONVEYING EQUIPMENT Not Used

DIVISION 21 – FIRE SUPPRESSION Not Used

DIVISION 22 – PLUMBING Not Used

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING23 00 00Mechanical General23 00 00.01Codes and Standards

- 23 34 00.01 Electric Motors
- 23 34 23 HVAC Power Ventilators
- **DIVISION 26 ELECTRICAL**
- 26 00 05 General Electrical
- 26 00 20 Codes and Standards
- 26 00 40 Alterations & Additions to Existing
- 26 05 90 Work Required for Equipment Furnished by Other Divisions

DIVISION 27 – COMMUNICATIONS Not Used

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY Not Used

DIVISION 30 – SITE WORK Not Used DIVISION 31 – EARTHWORK Not Used

DIVISION 32 - EXTERIOR IMPROVEMENTS Not Used

DIVISION 33 - UTILITIES Not Used

END OF SECTION 002000





SECTION 007000 - GENERAL CONDITIONS (AIA DOCUMENT A201)

See Attached AIA Document

END OF SECTION 004400

▲IA Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address) Gulf Coast State College Chiller Plant Repair Project Project #2014-173 Panama City, Florida October 31, 2014

THE OWNER:

(Name, legal status and address) Gulf Coast State College 5230 West U.S. Highway 98 Panama City, FL 32401

THE ENGINEER

(Name, legal status and address) Schmidt Consulting Group, Inc 40 S. Palafox Place, Suite 300 Pensacola, FL 32502

TABLE OF ARTICLES

- **GENERAL PROVISIONS** 1
- 2 OWNER
- CONTRACTOR 3
- ARCHITECT Δ
- 5 **SUBCONTRACTORS**
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 6
- 7 CHANGES IN THE WORK
- 8 TIME
- PAYMENTS AND COMPLETION 9
- PROTECTION OF PERSONS AND PROPERTY 10
- INSURANCE AND BONDS 11
- **UNCOVERING AND CORRECTION OF WORK** 12
- **MISCELLANEOUS PROVISIONS** 13
- TERMINATION OR SUSPENSION OF THE CONTRACT 14
- CLAIMS AND DISPUTES 15
- AlA Document A201™ 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the Init. maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

SCG

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

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

INDEX

Init.

1

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

Acceptance of Nonconforming Work 9.6.6, 9.9.3, 12.3 Acceptance of Work 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3 **Access to Work** 3.16, 6.2.1, 12.1 **Accident Prevention** 10 Acts and Omissions 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2 Addenda 1.1.1, 3.11 Additional Costs, Claims for 3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4 **Additional Inspections and Testing** 9.4.2, 9.8.3, 12.2.1, 13.5 Additional Insured 11.1.4 Additional Time, Claims for 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5 Administration of the Contract 3.1.3, 4.2, 9.4, 9.5 Advertisement or Invitation to Bid 1.1.1 Aesthetic Effect 4.2.13 Allowances 3.8. 7.3.8 All-risk Insurance 11.3.1, 11.3.1.1 **Applications for Payment** 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3 Approvals 2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1 Arbitration 8.3.1, 11.3.10, 13.1, 15.3.2, 15.4 ARCHITECT Architect, Definition of 4.1.1 Architect, Extent of Authority 2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1 Architect, Limitations of Authority and Responsibility 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2 Architect's Additional Services and Expenses 2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract 3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5 Architect's Approvals 2.4, 3.1.3, 3.5, 3.10.2, 4.2.7 Architect's Authority to Reject Work 3.5, 4.2.6, 12.1.2, 12.2.1 Architect's Copyright 1.1.7, 1.5 Architect's Decisions 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3 Architect's Inspections 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5 Architect's Instructions 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2 Architect's Interpretations 4.2.11, 4.2.12 Architect's Project Representative 4.2.10 Architect's Relationship with Contractor 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2 Architect's Relationship with Subcontractors 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7 Architect's Representations 9.4.2, 9.5.1, 9.10.1 Architect's Site Visits 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5 Asbestos 10.3.1 Attorneys' Fees 3.18.1, 9.10.2, 10.3.3 Award of Separate Contracts 6.1.1.6.1.2 Award of Subcontracts and Other Contracts for **Portions of the Work** 5.2 **Basic Definitions** 1.1 **Bidding Requirements** 1.1.1, 5.2.1, 11.4.1 **Binding Dispute Resolution** 9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1 **Boiler and Machinery Insurance** 11.3.2 Bonds, Lien 7.3.7.4, 9.10.2, 9.10.3 **Bonds, Performance, and Payment** 7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4 **Building Permit** 3.7.1

AlA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

Capitalization 1.3 Certificate of Substantial Completion 9.8.3, 9.8.4, 9.8.5 **Certificates for Payment** 4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3 Certificates of Inspection, Testing or Approval 13.5.4 Certificates of Insurance 9.10.2, 11.1.3 **Change Orders** 1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3 Change Orders, Definition of 7.2.1 **CHANGES IN THE WORK** 2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9 Claims, Definition of 15.1.1 CLAIMS AND DISPUTES 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4 Claims and Timely Assertion of Claims 15.4.1 **Claims for Additional Cost** 3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4 **Claims for Additional Time** 3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5 Concealed or Unknown Conditions, Claims for 3.7.4 Claims for Damages 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6 Claims Subject to Arbitration 15.3.1, 15.4.1 **Cleaning Up** 3.15, 6.3 Commencement of the Work, Conditions Relating to 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4 Commencement of the Work, Definition of 8.1.2 **Communications Facilitating Contract** Administration 3.9.1, 4.2.4 Completion, Conditions Relating to 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2 **COMPLETION, PAYMENTS AND** 9 Completion, Substantial 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws 1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3 Concealed or Unknown Conditions 3.7.4, 4.2.8, 8.3.1, 10.3 Conditions of the Contract 1.1.1, 6.1.1, 6.1.4 Consent, Written 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2 **Consolidation or Joinder** 15.4.4 **CONSTRUCTION BY OWNER OR BY** SEPARATE CONTRACTORS 1.1.4, 6 Construction Change Directive, Definition of 7.3.1 **Construction Change Directives** 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1 Construction Schedules, Contractor's 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 **Contingent Assignment of Subcontracts** 5.4, 14.2.2.2 **Continuing Contract Performance** 15.1.3 Contract, Definition of 1.1.2 **CONTRACT, TERMINATION OR** SUSPENSION OF THE 5.4.1.1, 11.3.9, 14 **Contract Administration** 3.1.3, 4, 9.4, 9.5 Contract Award and Execution, Conditions Relating to 3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1 Contract Documents, Copies Furnished and Use of 1.5.2, 2.2.5, 5.3 Contract Documents, Definition of 1.1.1 **Contract Sum** 3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5 Contract Sum, Definition of 9.1 Contract Time 3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5 Contract Time, Definition of 8.1.1 CONTRACTOR 3 Contractor, Definition of 3.1, 6.1.2

User Notes:

AIA Document A201[™] – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale.

Contractor's Construction Schedules 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 Contractor's Employees 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1 **Contractor's Liability Insurance** 11.1 Contractor's Relationship with Separate Contractors and Owner's Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4 Contractor's Relationship with Subcontractors 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8 Contractor's Relationship with the Architect 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1 Contractor's Representations 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2 Contractor's Responsibility for Those Performing the Work 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8 Contractor's Review of Contract Documents 3.2 Contractor's Right to Stop the Work 9.7 Contractor's Right to Terminate the Contract 14.1, 15.1.6 Contractor's Submittals 3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2 Contractor's Superintendent 3.9, 10.2.6 Contractor's Supervision and Construction Procedures 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3 Contractual Liability Insurance 11.1.1.8, 11.2 Coordination and Correlation 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1 Copies Furnished of Drawings and Specifications 1.5, 2.2.5, 3.11 Copyrights 1.5, 3.17 Correction of Work 2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2 **Correlation and Intent of the Contract Documents** 1.2 Cost, Definition of 7.3.7 Costs 2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching 3.14, 6.2.5 Damage to Construction of Owner or Separate Contractors 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4 Damage to the Work 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4 Damages, Claims for 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6 Damages for Delay 6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2 Date of Commencement of the Work, Definition of 8.1.2 Date of Substantial Completion, Definition of 8.1.3 Day, Definition of 8.1.4 Decisions of the Architect 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2 **Decisions to Withhold Certification** 9.4.1, 9.5, 9.7, 14.1.1.3 Defective or Nonconforming Work, Acceptance, Rejection and Correction of 2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1 Definitions 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1 **Delays and Extensions of Time** 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5 Disputes 6.3, 7.3.9, 15.1, 15.2 **Documents and Samples at the Site** 3.11 Drawings, Definition of 1.1.5 Drawings and Specifications, Use and Ownership of 3.11 Effective Date of Insurance 8.2.2, 11.1.2 Emergencies 10.4, 14.1.1.2, 15.1.4 Employees, Contractor's 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1 Equipment, Labor, Materials or 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

Execution and Progress of the Work 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3 Extensions of Time 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5 **Failure of Payment** 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2 Faulty Work (See Defective or Nonconforming Work) **Final Completion and Final Payment** 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3 Financial Arrangements, Owner's 2.2.1, 13.2.2, 14.1.1.4 Fire and Extended Coverage Insurance 11.3.1.1 **GENERAL PROVISIONS** 1 **Governing Law** 13.1 Guarantees (See Warranty) **Hazardous** Materials 10.2.4, 10.3 Identification of Subcontractors and Suppliers 5.2.1 Indemnification 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7 Information and Services Required of the Owner 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3 **Initial Decision** 15.2 Initial Decision Maker, Definition of 1.1.8 Initial Decision Maker, Decisions 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 Initial Decision Maker, Extent of Authority 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 **Injury or Damage to Person or Property** 10.2.8, 10.4 Inspections 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5 Instructions to Bidders 1.1.1 Instructions to the Contractor 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2 Instruments of Service, Definition of 1.1.7 Insurance 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Init.

1

Insurance, Boiler and Machinery 11.3.2 Insurance, Contractor's Liability 11.1 Insurance, Effective Date of 8.2.2, 11.1.2 Insurance, Loss of Use 11.3.3 **Insurance, Owner's Liability** 11.2 **Insurance**, **Property** 10.2.5, 11.3 Insurance, Stored Materials 9.3.2 **INSURANCE AND BONDS** 11 Insurance Companies, Consent to Partial Occupancy 9.9.1 Intent of the Contract Documents 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4 Interest 13.6 Interpretation 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1 Interpretations, Written 4.2.11, 4.2.12, 15.1.4 Judgment on Final Award 15.4.2 Labor and Materials, Equipment 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 Labor Disputes 8.3.1 Laws and Regulations 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4 Liens 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8 Limitations, Statutes of 12.2.5, 13.7, 15.4.1.1 Limitations of Liability 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2 Limitations of Time 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15 Loss of Use Insurance 11.3.3 Material Suppliers 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5 Materials, Hazardous 10.2.4, 10.3

AlA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties, Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

Materials, Labor, Equipment and 1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2 Means, Methods, Techniques, Sequences and Procedures of Construction 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2 Mechanic's Lien 2.1.2, 15.2.8 Mediation 8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1 Minor Changes in the Work 1.1.1, 3.12.8, 4.2.8, 7.1, 7.4 MISCELLANEOUS PROVISIONS 13 Modifications, Definition of 1.1.1 Modifications to the Contract 1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1 **Mutual Responsibility** 6.2 Nonconforming Work, Acceptance of 9.6.6, 9.9.3, 12.3 Nonconforming Work, Rejection and Correction of 2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1 Notice 2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1 Notice, Written 2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1 Notice of Claims 3.7.4, 10.2.8, 15.1.2, 15.4 Notice of Testing and Inspections 13.5.1, 13.5.2 Observations, Contractor's 3.2, 3.7.4 Occupancy 2.2.2, 9.6.6, 9.8, 11.3.1.5 Orders, Written 1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1 **OWNER** 2 **Owner**, Definition of 2.1.1 **Owner, Information and Services Required of the** 2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority 1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7 **Owner's Financial Capability** 2.2.1, 13.2.2, 14.1.1.4 **Owner's Liability Insurance** 11.2 Owner's Relationship with Subcontractors 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2 **Owner's Right to Carry Out the Work** 2.4, 14.2.2 **Owner's Right to Clean Up** 6.3 **Owner's Right to Perform Construction and to Award Separate Contracts** 6.1 **Owner's Right to Stop the Work** 2.3 Owner's Right to Suspend the Work 14.3 Owner's Right to Terminate the Contract 14.2 **Ownership and Use of Drawings, Specifications** and Other Instruments of Service 1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3 **Partial Occupancy or Use** 9.6.6, 9.9, 11.3.1.5 Patching, Cutting and 3.14, 6.2.5 Patents 3.17 Payment, Applications for 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3 Payment, Certificates for 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4 Payment, Failure of 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2 Payment, Final 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3 Payment Bond, Performance Bond and 7.3.7.4, 9.6.7, 9.10.3, 11.4 **Payments**, **Progress** 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3 PAYMENTS AND COMPLETION Payments to Subcontractors 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2 PCB 10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

Performance Bond and Payment Bond 7.3.7.4, 9.6.7, 9.10.3, 11.4 Permits, Fees, Notices and Compliance with Laws 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2 PERSONS AND PROPERTY, PROTECTION OF 10 Polychlorinated Biphenyl 10.3.1 Product Data, Definition of 3.12.2 **Product Data and Samples, Shop Drawings** 3.11, 3.12, 4.2.7 **Progress and Completion** 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3 **Progress Payments** 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3 Project, Definition of 1.1.4 **Project Representatives** 4.2.10 **Property Insurance** 10.2.5, 11.3 PROTECTION OF PERSONS AND PROPERTY 10 **Regulations and Laws** 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4 Rejection of Work 3.5, 4.2.6, 12.2.1 Releases and Waivers of Liens 9.10.2 Representations 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1 Representatives 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1 Responsibility for Those Performing the Work 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 Retainage 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 **Review of Contract Documents and Field Conditions by Contractor** 3.2, 3.12.7, 6.1.3 Review of Contractor's Submittals by Owner and Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 Review of Shop Drawings, Product Data and Samples by Contractor 3.12 **Rights and Remedies** 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4 **Royalties, Patents and Copyrights** 3.17

Rules and Notices for Arbitration 1541 Safety of Persons and Property 10.2, 10.4 **Safety Precautions and Programs** 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4 Samples, Definition of 3.12.3 Samples, Shop Drawings, Product Data and 3.11, 3.12, 4.2.7 Samples at the Site, Documents and 3.11 Schedule of Values 9.2, 9.3.1 Schedules, Construction 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2 Shop Drawings, Definition of 3.12.1 Shop Drawings, Product Data and Samples 3.11, 3.12, 4.2.7 Site, Use of 3.13, 6.1.1, 6.2.1 Site Inspections 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5 Site Visits, Architect's 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5 Special Inspections and Testing 4.2.6, 12.2.1, 13.5 Specifications, Definition of 1.1.6 Specifications 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14 Statute of Limitations 13.7, 15.4.1.1 Stopping the Work 2.3, 9.7, 10.3, 14.1 Stored Materials 6.2.1, 9.3.2, 10.2.1.2, 10.2.4 Subcontractor, Definition of 5.1.1 SUBCONTRACTORS 5 Subcontractors, Work by 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7 Subcontractual Relations 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1 Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3 Submittal Schedule 3.10.2, 3.12.5, 4.2.7 Subrogation, Waivers of 6.1.1, 11.3.7

1

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

Substantial Completion 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7 Substantial Completion, Definition of 9.8.1 Substitution of Subcontractors 5.2.3, 5.2.4 Substitution of Architect 4.1.3 Substitutions of Materials 3.4.2, 3.5, 7.3.8 Sub-subcontractor, Definition of 5.1.2 Subsurface Conditions 3.7.4 Successors and Assigns 13.2 Superintendent 3.9, 10.2.6 **Supervision and Construction Procedures** 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3 Surety 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7 Surety, Consent of 9.10.2, 9.10.3 Surveys 2.2.3 Suspension by the Owner for Convenience 14.3 Suspension of the Work 5.4.2, 14.3 Suspension or Termination of the Contract 5.4.1.1, 14 Taxes 3.6, 3.8.2.1, 7.3.7.4 **Termination by the Contractor** 14.1, 15.1.6 Termination by the Owner for Cause 5.4.1.1, 14.2, 15.1.6 Termination by the Owner for Convenience 14.4 Termination of the Architect 4.1.3 Termination of the Contractor 14.2.2 **TERMINATION OR SUSPENSION OF THE** CONTRACT 14 **Tests and Inspections** 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5 TIME Time, Delays and Extensions of 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4 Time Limits on Claims 3.7.4, 10.2.8, 13.7, 15.1.2 Title to Work 9.3.2, 9.3.3 **Transmission of Data in Digital Form** 1.6 UNCOVERING AND CORRECTION OF WORK 12 **Uncovering of Work** 12.1 Unforeseen Conditions, Concealed or Unknown 3.7.4, 8.3.1, 10.3 Unit Prices 7.3.3.2, 7.3.4 Use of Documents 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3 **Use of Site** 3.13, 6.1.1, 6.2.1 Values, Schedule of 9.2, 9.3.1 Waiver of Claims by the Architect 13.4.2 Waiver of Claims by the Contractor 9.10.5, 13.4.2, 15.1.6 Waiver of Claims by the Owner 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6 Waiver of Consequential Damages 14.2.4, 15.1.6 Waiver of Liens 9.10.2, 9.10.4 Waivers of Subrogation 6.1.1, 11.3.7 Warranty 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7 Weather Delays 15.1.5.2 Work, Definition of 1.1.3 Written Consent 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2 Written Interpretations 4.2.11, 4.2.12 Written Notice 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1 Written Orders 1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A2011 - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

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.

AlA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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

Init.

1

§ 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

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 10 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

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.

AIA Document A201TM - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 11 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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.

Init. 1

AIA Document A201TM - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized 12 reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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

1

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.

AlA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Init. Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 13 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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.

- Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and .1 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 14 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

Init.

§ 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

Init.

I

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 15 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

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

Init

1

§ 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 17 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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.

SUBCONTRACTORS ARTICLE 5

§ 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.

Init.

AlA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 18 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and Is not for resale. **User Notes:**

§ 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

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 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

AiA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Init. Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 19 maximum extent possible under the law. This document was produced by AiA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

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

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS ARTICLE 6

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 20 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

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
- The extent of the adjustment, if any, in the Contract Time. .3

§ 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
- As provided in Section 7.3.7. .4

§ 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

AiA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 21 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

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:

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

Init.

1

§ 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

Init.

I

§ 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

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 23 maximum extent possible under the law. This document was produced by AiA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

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;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .5 damage to the Owner or a separate contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid .6 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

1

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Init. institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 24 maximum extent possible under the law. This document was produced by AiA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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.

AIA Document A20111 - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 25 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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

Init.

1

§ 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 26 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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

- liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; .1
- .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.

PROTECTION OF PERSONS AND PROPERTY ARTICLE 10 § 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

- employees on the Work and other persons who may be affected thereby; .1
- .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 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.

AIA Document A20111 - 2007. Copyright @ 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 27 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 28 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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.

INSURANCE AND BONDS ARTICLE 11

§ 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:

- Claims under workers' compensation, disability benefit and other similar employee benefit acts that are .1 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 29 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

§ 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

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Init. institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 30 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires 1 on 05/28/2015, and is not for resale. **User Notes:**

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

1

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Init Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 31 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

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.

§ 12.2.3 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.

AIA Document A2011M - 2007. Copyright @ 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 32 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:
§ 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

Init.

1

§ 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

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 33 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes:

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.

AIA Document A20111 - 2007. Copyright @ 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized 34 reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- repeatedly refuses or fails to supply enough properly skilled workers or proper materials; .1
- .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
- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request .3 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

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for .1 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

Init.

1

§ 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

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

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 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.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 36 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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.

AlA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties, Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 37 maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:**

§ 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

Init.

1

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

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

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

Additions and Deletions Report for

AIA[®] Document A201[™] - 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:11:22 on 10/28/2014.

PAGE 1

Gulf Coast State College Chiller Plant Repair Project Panama City, Florida October 31, 2014

SCG Project #2014-173

...

Gulf Coast State College 5230 West U.S. Highway 98 Panama City, FL 32401

THE ARCHITECT: ENGINEER (Name, legal status and address) Schmidt Consulting Group, Inc 40 S. Palafox Place, Suite 300 Pensacola, FL 32502

1

Additions and Deletions Report for AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. **User Notes:** (1349469765)

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, Joseph J. Sorci, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:11:22 on 10/28/2014 under Order No. 9215660275_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA[®] Document A201TM – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)		 	
(Dated)	2	 	

AIA Document D401[™] – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:11:22 on 10/28/2014 under Order No.9215660275_1 which expires on 05/28/2015, and is not for resale. User Notes: (1349469765)

1

SECTION 008000 - SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTS TO A.I.A. DOCUMENT A201, 2007 EDITION GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION TABLE OF CONTENTS:

- ARTICLE 1: General Provisions
- ARTICLE 2: Owner
- ARTICLE 3: Contractor
- ARTICLE 4: Engineer
- ARTICLE 5: Subcontractors
- ARTICLE 6: Construction by Owner or By Separate Contractors
- ARTICLE 7: Changes In The Work
- ARTICLE 8: Time
- ARTICLE 9: Payments and Completion
- ARTICLE 10: Protection of Person and Property
- ARTICLE 11: Insurance and Bonds
- ARTICLE 12: Uncovering and Correction of Work
- ARTICLE 13: Miscellaneous Provisions
- ARTICLE 14: Termination or Suspension of the Contract
- ARTICLE 15 Claims and Disputes
- ARTICLE 16 Equal Opportunity

GENERAL

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2007 Edition. The A.I.A Document A201, 2007 Edition is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS:

1.1 BASIC DEFINITIONS:

1.1 Supplement Paragraph 1.1 as follows:

1.1.1.1 The Contractor's and Subcontractor's Proposal Forms as accepted by the Owner and Engineer shall be a part of the Contract Documents.

1.1.9 "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 "Diagrammatic", as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 "Product", as used in these Contract Documents, includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1.2.1 Delete subsection entirely and substitute the following:

1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the Contractor / Subcontractor shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as listed under Item "4". Figure dimensions (if not in error) shall take precedence over scale. Large scale plans, sections, and details take precedence over smaller scaled items. Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all of the items involved under any trade are mentioned in one or several sections.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor, unless he shall have obtained a written decision from the Engineer prior to the bid. The Engineer will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the Contractor, or Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Engineer prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification. 1.2.1.4 The Contractor, Subcontractors and vendors shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Vendors and Subcontractors shall notify the Contractor before time of submitting bid. The Contractor will notify and resolve the issues with the Engineer prior to submitting a guaranteed maximum price to the Owner. Should conflict occur in or between Drawings and Specifications; the Contractor and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Engineer.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Engineer. Where detailed information is lacking, before proceeding with work, refer matter to the Engineer for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE CONTRACTOR AND THE ENGINEER FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS. 1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Subcontractor shall obtain a written decision from the Engineer through the Contractor, except where the Subcontractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent case applies as determined by the Engineer.

1.2.2 Add the following:

1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers conforming to "Uniform System for Construction Specifications.

ARTICLE 2: OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN <u>SCHMIDT</u> <u>CONSULTING GROUP, INC.</u>, WHERE THE TERM "ENGINEER", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Engineer unless specifically stated otherwise.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

2.2.5.1 The Contractor will be furnished with ONE (1) set of reproducible Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) may be made available to the Contractor for the printing processes. Subcontractors shall be furnished with TWO (2) set of Drawings and TWO (2) set of Specifications upon contract award from the Contractor. If additional sets are required by the Subcontractor, they will furnished upon written request and payment for the cost of printing, handling and shipping as applicable.

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

2.4.1 The Owner will assist the Engineer and Contractor in determining in general that the Work of the Subcontractors is being performed in accordance with the Contract Documents, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Subcontractors.

ARTICLE 3:

CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

3.2.1.1 The Subcontractor shall execute the "Form of Agreement" indicated in the Bidding Documents and return within SEVEN (7) days after receiving the same.

3 2.1.2 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution.

3.2.2

3.2.2 Add the following:

3.2.2.1 The Contractor shall instruct Subcontractors and material suppliers, and shall assist in their studying and understanding the complete Drawings, Specifications, Addenda and revision drawings to determine the extent and limitations of this Construction Contract.

3.2.3 Add the following:

3.2.3.1 The Subcontractors and material suppliers shall examine the Engineerural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction. 3.2.3.2 Before ordering materials or doing any work, the Subcontractors shall verify all measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided difference which may be found shall be reported to the Engineer in writing, for consideration before proceeding with the Work."

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by name.

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

3.4.2 Substitutions During Bidding Period - Requests for substitutions during the bidding period will be considered and treated only as stated in Specification Section 008200, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Engineer will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with any and all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Subcontractors shall make such modifications as are necessary to meet these essential requirements.

3.4.2.1 Approval After Bids are opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts. bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Engineer within seven (7) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute. 3.4.3 Add the following:

3.4.3.1 If any person employed on the Work is found, in the judgment of the Contractor, Engineer or Owner, to be incompetent, disorderly, unfaithful, or disobedient so far as to endanger proper fulfillment of the Contract, he shall, if directed, be discharged immediately and not employed again on any part of the Work.

3.5 WARRANTY:

Add the following:

3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Subcontractor shall remedy, at his own expense, any such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner."

3.6 TAXES:

3.6 Add the following:

3.6.1 "Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Subcontractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require." The Contractor will organize, implement and manage the owner's direct purchase tax recovery program.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

3.7.1 The Florida Building Code 2010 shall govern. The Owner has engaged the Bay County Building Department to facilitate the document review and building permit process, as well as, related inspection services in accordance with the FBC. The Owner is exempt from all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code 2010, the Florida Statutes and the Florida Administrative Code. The Subcontractor shall secure all other permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Subcontractor shall be

familiar with all Federal, State, and local laws, codes, ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Subcontractor shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations."

3.7.2 Add the following:

3.7.2.1 The Subcontractor at all times shall comply with the Florida Building Code 2010 (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner effect the Work, and he and his surety shall indemnify and hold harmless the Owner, and Engineer against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES:

3.10.1.1 Add the following:

3.10.1.1 Each Subcontractor shall comply and adhere to such schedule. The parts of the Work performed by each Subcontractor and the time schedule applicable to each part shall be acknowledged and accepted by each Subcontractor before submission of the Bid. The form of the Schedule shall be as indicated in SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION.

3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

3.11.1 At the completion of the Work, each Contractor or Subcontractor shall submit "Record Drawings" to the Contractor who, in turn, will produce (or cause to have produced) As-Built Drawings. These As-Built Documents shall be ELECTRONIC MEDIA on Autodesk Engineerural Desktop (Latest Version). Said Drawings shall be delivered to the Engineer for review. The Engineer will forward reviewed As-Built Drawings to the Owner.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings" shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the course of the days work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the Contractor as noted in 3.11.2.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Electronic Media will be furnished to the Contractor. Where changes and actual locations are to be recorded, the electronic media shall be erased before the changes are made. Where the work was installed exactly as shown on the contract drawings the sepia line prints shall not be disturbed other than being marked "As-Built". In showing the changes the same legend shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced and each sheet shall bear the date and name of the subcontractor submitting the changes to the drawings

3.11.1.4 The Contractor shall review the complete as-built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original bench mark for the project. The "Record Drawings" from each Subcontractor, including those unchanged and changed, shall be submitted to the Engineer, when completed, together with two (2) sets of black line prints (produced from the As-Build Electronic Media) with the Contractor's, and each Subcontractor's certification for forwarding to the Owner; at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Engineer, reviewed and accepted as complete, and in accordance with the contract documents."

3.11.1.5 The Contractor shall be responsible for collecting, identifying, indexing and collating the following materials from the Subcontractors, and will deliver three (3) copies of the finished documents to the Engineer. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring

diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and address, office and home phone numbers, make and model numbers, operating design and characteristics, etc. will be required. All information submitted shall be updated to reflect existing conditions. Final payment shall not be made until said documents have been received by the Engineer, reviewed and accepted as complete and in accordance with the contract documents."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

3.12.11 Add the following Subparagraph:

3.12.11The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300.

3.14 CUTTING AND PATCHING OF WORK:

3.14 Add the following Subparagraphs:

3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade, and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports.

ARTICLE 4: ENGINEER:

- 4.1 GENERAL:
- 4.1 Add the following paragraph:

4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to "litigation."

ARTICLE 5: SUBCONTRACTORS:

- 5.1 DEFINITIONS:
- 5.1. Add the following:

5.1.3 Material Supplier is a person or organization who has furnished materials to the Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but has not performed any on or off site work other than delivering construction materials, and shall not have or created any contractual relation between the Owner or the Engineer.

5.1.4 The Contractor, and all Contractors, Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Drawings and Specifications, as well as the limitations of the Construction Documents.

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

5.2.1 Add the following Subparagraphs:

5.2.1.1 This requirement is an addition to the requirements for names of specific Subcontractors and major material suppliers. This list shall be submitted by the low Bidder within five (5) days after the bid opening and prior to the first application for payment.

5.2.1.2 The Contractor and all Subcontractors agrees to sign contracts with the firms listed in the "List of Proposed Sub-Bidders" and "Material Suppliers" as soon as the Agreement between the Owner and Contractor or General Contractor has been executed. Once the Subcontractor has submitted the name of Sub-Subcontractors, he waives any future objection to contracting with these named Sub-

Subcontractors. The Subcontractor will be allowed to request a change of those previously mentioned if sufficient evidence is presented in that the success of the project would be in jeopardy and that those are

not qualified or able to perform as required. This request for change by the Subcontractor must be mutually accepted by the Contractor, Owner and Engineer, and that no additional compensation will be allowed if a change is approved.

5.2.4 Add the following Subparagraph:

5.2.4.1 If any Subcontractor or Material Supplier is found by the Contractor, or the Engineer or Owner to be incompetent, careless, or neglectful, or unduly delays progress of work, he shall be dismissed. Another shall then be employed in his place, as approved by the Contractor, Engineer and the Owner.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The Contractor, and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it."

ARTICLE 7:

CHANGES IN THE WORK:

7.2 CHANGE ORDERS:

7.2.1.3 Add the following:

7.2.1.3.1 Contract Time will only be adjusted where the Critical Path is impeded by the Owner or the owner's agent.

- 7 3 CONSTRUCTION CHANGE DIRECTIVES:
- 7.3.3 Delete paragraph and substitute the following:
- 7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:
- 1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices;
- 2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,

3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

- 1. Estimate of Labor.
- 2. Estimate of Materials.
- 3. Estimate of Applicable Taxes.
- 4. Estimate of Equipment Rentals.
- 5. Estimate of Subcontractor Costs.
- 6. Estimate of Contractor Costs.
- 7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.
- 8. Cost of Bond Premium.

9. Contractor/Subcontractor overhead and profit applied to the above items shall not exceed seven and one-half percent (7½%) percent. Contractor overhead and profit shall not exceed seven and one-half percent (7½%) plus the cost for related bond premium. All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices and shall be submitted to the Engineer within seven (7) calendar days after receipt of the proposal request." 7 3.7 Add the following:

7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Owner. Material invoices shall be presented to the Owner and Engineer with all payment requests.

7.3.7.1.2 No percentage of overhead and profit will be allowed on items of social security, old age, fringe benefits, and unemployment insurance.

ARTICLE 8: TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

8.2.4 The work to be performed under the Contract shall be commenced no later than ten (10) consecutive days from the Notice to Proceed issued by the Engineer, and be substantially complete within the time agreed upon by Owner and the Contractor as set forth in the form of Agreement. The Contractor and Subcontractors agree to pay to the Owner, as liquidated damages due to failure to complete the work on time; the sum of \$1,000.00 for each and every calendar day beyond the days indicated above to complete the work. Additionally, the Contractor, General Contractor, Contractors, and Subcontractors have thirty consecutive calendar days from time of Approved Substantial Completion to obtain Final Completion approval from the Engineer and Owner. The Contractor, and Subcontractors, shall pay to the Owner, as liquidated damages due to failure to complete the work on time, the sum of \$1,000.00 for each calendar day beyond the 30 days indicated to complete the final work.

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3 Add the following:

8.3 1.1 Only those delays which impede the critical path and are authorized by the Owner, or by delay authorized by the Owner pending litigation or by any other causes which the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. Labor disputes occurring on the construction site will not be sufficient grounds for time extensions.

8.3.2.1 The Contractor and Subcontractors expressly agrees that an extension of time shall constitute the Contractor's and Subcontractor's sole and exclusive remedy should the Contractor and Subcontractors be delayed, interfered with, disrupted, or hindered in his work. In which case the Owner shall owe the Contractor only an extension of time for completion equal to the delay caused, and then only if written notice of delay is made to the Owner, through the Engineer, within forty- eight (48) hours from the time of the beginning of the delay, interference, disruption, or hindrance. The Contractor's notice of delay must be by certified mail to the Owner in care of the Engineer, and must contain evidence establishing the delay. The Owner's findings shall be final and conclusive as to the Contractor's entitlement for time extension.

ARTICLE 9: PAYMENTS AND COMPLETION:

9.3 APPLICATIONS FOR PAYMENT:

9.3.1 Delete paragraph and subparagraph and replace with the following:

9.3.I On or before the eighteenth (18th) day of each month, the Subcontractor shall submit to the Contractor, an itemized partial payment request supported by such data substantiating the Subcontractor's right to payment for work completed during the period since the previous pay request. Partial payment requests shall be based upon one hundred percent (100%) of the value of the work installed, and the actual invoice amount of materials (fabricated) and equipment suitably stored and protected at the site. Payment request submittals by a Subcontractor will not require Subcontractor lien releases, however, payment for the submittal will not be made until the Contractor has received appropriate Partial or Final Lien Release from the Subcontractor. The Contractor will verify that "As-Built" drawings are up-to-date prior to processing the application for payment. Partial payment requests by Subcontractors shall be accompanied by lien releases from the Subcontractors and Suppliers and, or Sub-Subcontractors, who have issued Notice To Owner ("NTO"). Such releases will be for labor, services or materials which were supplied to the Subcontractor through the date of the previous pay request of the Subcontractor. All lien releases shall be submitted on the form bound herein and must be shown the amount paid. Subcontractor payment requests submitted after the 20th day of the month will not be processed until the following month.

9.3.2 Supplement as following:

9.3.2.1. Applications for Payment shall be made on three copies of notarized A.I.A. Documents G702 and G703, available from the American Institute of Engineers, 1735 New York Avenue, N W, Washington, D C

20006. Stored material shall be reported on the "Stored Materials for Pay Request" form incorporated herein. Include partial Lien Waivers and copies of backup information such as billing/delivery tickets, etc. 9.3.2.2. The Contractor and the Engineer will certify to the Owner that payment in the sum of 90% of the value of work accomplished and materials stored on site is due the Contractor and Subcontractors according to his best judgment of correct amounts. Ten percent (10%) of the value of each monthly request will be retained by the Owner.

9.3.2.3. When sixty five percent (65%) of the value of the Owner's Contract has been completed, retainage may be reduced for a given category of work for an individual Subcontractor. The Subcontractor must have met, and continue to meet his schedule commitments. If said Subcontractor subsequently fails to meet schedule commitments, the ten percent (10%) retainage will be reinstated. The implementation of this reduction in retainage is not automatic and must be approved by the Engineer and the Owner.

9.3.2.4. Upon determination by the Engineer that satisfactory progress has been made, payment authorized at the time of Substantial Completion may include the total retainage in the Contract, except that an amount equal to twice the cost estimated by the Engineer to complete or correct items on a tentative punch list of uncompleted items will be retained until final completion. The implementation of this reduction in retainage is not automatic and is at the sole discretion of the Owner.

9.3.3 Supplement as follows:

9.3.3.1 This provision shall not be construed as relieving the Contractor and/or Subcontractors from the responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work or materials, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract."

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

9.5.4 The Engineer may withhold or cause to be withheld, from any monies payable on account for work performed by the Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractors for damages.

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the Contractor immediately after receipt of the Final Certificate for Payment from the Engineer, Close-Out Documents, and the "Final Consent of Surety". Final payment will be made within fourteen (14) days after documents have been received by the Owner, accepted and certified by the Engineer. Final payment will not be made until all close-out documents have been submitted and approved. Contractor will make payments to Subcontractors within fourteen (14) days after receipt of cleared funds from the Owner. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved. The Final Lien Waivers submitted shall be on the form bound herein and shall be submitted to the Owner within ten (10) days after final payments are made to Subcontractors."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraphs:

10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (PI9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Subcontractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to

persons may result by reason of displacement of the Subcontractor's material, equipment or plant during such hurricane or storm.

10.2.7 Add the following subparagraphs:

10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Engineer shall be the sole judge determining the party causing the damage.

ARTICLE 13: MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

13.1.1 The Subcontractors, Contractor and Subcontractors shall comply with all applicable provisions of the Florida Building Code 2010 (with latest supplements), Florida Fire Prevention Code 2010, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements, and shall not affect the application of more restrictive standards to the performance of the project.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD:

13.7.1 Add the following:

13.7.1 As between the Owner and Contractor: Chapter 95, Florida Statutes, shall govern limitations of actions under or resulting from this agreement.

ARTICLE 15: CLAIMS AND DISPUTES:

15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its' entirety and substitute the following:

15.2.1 "Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Engineer will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the making or acceptance of final payment, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decisions must be made within thirty (30) days after the date on which the party making the demand received the written decision. Failure to commence litigation within said thirty (30) day period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor."

ARTICLE 17: EQUAL OPPORTUNITY:

ADD the following Article:

17.1 The Contractor and Subcontractors shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractor, or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.

17.1.2 The Contractor, and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age

END OF SECTION 008000

SECTION 008200 - SPECIAL CONDITIONS

TABLE OF CONTENTS:

ARTICLE 1:	Permits and Fees
ARTICLE 2:	Project Signs
ARTICLE 3:	Layout of Work
ARTICLE 4:	Temporary Fencing and Security
ARTICLE 5:	Material Storage
ARTICLE 6:	Temporary Toilet Facilities
ARTICLE 7:	Use of Premises, Barricades and Protection
ARTICLE 8:	Temporary Field Office, Facilities and Parking
ARTICLE 9:	Cooperation - Disputes
ARTICLE 10:	Cleanup
ARTICLE 11:	Quality Control
ARTICLE 12:	Changes to the Work
ARTICLE 13:	Priority
ARTICLE 14:	Cooperation with Public Service Companies
ARTICLE 15:	Substitution of Materials and Equipment
ARTICLE 16:	Fastening Devices
ARTICLE 17:	Project Close-Out
ARTICLE 18	Historical and Archaeological Data Preservation
ARTICLE 19	Environmental Requirements
ARTICLE 20:	Indemnification
Attachment:	Certificate of Substantial Completion Form
Attachment:	Certificate of Contract Completion Form
Attachment:	Warranty-Guarantee Form

PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon the Contractor, each Subcontractor, and each Material Supplier.

ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit is not required for this project. The Owner shall obtain all required approvals and inspections for the building. The Contractor, Subcontractors and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall assist in obtaining and arranging for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Contractor and all Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

A. Project signs are not required nor permitted without written permission from the Engineer.

ARTICLE 3: LAYOUT OF WORK:

- A. The Contractor will accurately establish all principal lines, grades, levels, building base lines, and control points. Each Subcontractor shall lay out his own work to dimension from principal lines and be responsible for layout of his Subcontractors' work. Each Subcontractor shall make provision to preserve control points, monuments, stakes, bench marks, or other datum points, and if any of these should be lost or displaced through neglect of the Subcontractor, they shall be replaced at his cost.
- B. The Subcontractor shall be responsible for the correct location, dimensions, and elevations of his work. As the Work progresses, the Subcontractor shall lay out the exact locations of Work under his Contract, as a guide to all trades. Prior to any installation, HVAC, plumbing, and electrical contractors shall exchange layout drawings and coordinate the Work through the Contractor.
- C. The Subcontractor shall be responsible to take such field measurements as may be required to determine the size of ordered materials. In the event "Guaranteed Dimensions" are required, the Contractor shall advise Subcontractors or Material Suppliers by use of drawings, templates, or mock-ups of the required conditions.
- D. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space and the Owner. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Subcontractors shall carefully plan the layout and review any questionable installations with the Contractor and the Engineer.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure will be required for the duration of the construction period. The Contractor will provide and remove temporary fencing with gates for required access to the storage, and staging areas. The Subcontractors shall repair or replace fencing and surrounding areas damaged as a result of their operations. The Contractors shall remove and replace fencing and gates as required to provide access for oversized items. Temporary fencing shall be removed at the end of the project and the area shall be restored to it's original condition, or the designed condition as may be appropriate.
- B. The services of a watchman will not be provided by the Contractor, Owner or the Engineer. Each Subcontractor shall be responsible for, and make good, any loss due to theft or vandalism during construction.
- C. Subcontractors shall advise the Contractor and the Engineer of any theft or damage which might delay the execution of the Work.

ARTICLE 5: MATERIAL STORAGE:

A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work. Location shall be coordinated and approved by the Contractor. During progress of work and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Engineer may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Engineer, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Each Subcontractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Do everything necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Subcontractor intends to depart from the normal work hours, he shall notify the Contractor and the Engineer at least twenty (20) hours in advance. Failure of the Subcontractor to give such timely notice may be cause for the Engineer to require the removal or uncovering of the Work performed during such time without the knowledge of the Engineer but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Each Contractor and Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
- F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations under this contract. Repair or replacement of damaged items shall be to the satisfaction of the Contractor, Owner and the Engineer.
- G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
- H. Maintain clearances adjacent to and in connection with the work performed.
- I. Each Contractor or Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees shall maintain procedures as stated in the Contractor's safety program.
- K. All Contractors and Subcontractors may provide on-site storage facilities in the areas designated by the Contractor and approved by the Engineer. Each Contractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Contractors and Subcontractors must move any stored products, under their control, which interfere with operations of the Contractor, Owner or separate Contractor as directed by the Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor and Contractor, a receipt of shipment for all equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Engineer. No materials may be stored off-site unless approved in writing by the Contractor, Engineer and Owner.
- M. Each Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
- N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios or other music producing equipment is prohibited. Animals are not allowed on the property.
- P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Engineer will designate an area for parking for all construction workers.
- B. Temporary field offices and/or sheds are not permitted without written permission from the Engineer.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that each Contractor and Subcontractor shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Contractors and Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

A. Contractors and Subcontractors shall be responsible for clean-up in accordance with the Contractor's bid package requirements.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which appear as part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner and Engineer will conduct periodic observations of the Work as it progresses. Should the Owner or the Engineer reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance / Rejected Work. The Contractor will immediately provide the responsible Subcontractor with a Notice of Non-Conformance / Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Engineer of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Engineer. In addition, the Engineer, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.

ARTICLE 12: CHANGES TO THE WORK:

A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.

The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Contractor/Subcontractor or the Owner shall respectively be

entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 007000 AIA form A201 and Section 008000 Supplementary General Conditions.

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
 - 1. Special Equipment Electric Devices
 - 2. Light Fixtures
 - 3. Mechanical Work, including Electrical and A/C pipes
 - 4. Electrical Work
 - 5. Control System
- B. After award of contracts and prior to start of construction the Contractor will schedule a meeting with the Subcontractors responsible for the work items listed above. The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the Contractor will provide to the HVAC and Electrical Contractors the digital AutoCad drawings for the project upon receipt of a liability release form by the Engineer. The HVAC and Electrical Contractors, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements. This information shall be outlined on the drawings by the HVAC Contractor.
- D. In the event a Contractor or Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Contractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

A. Subcontractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Subcontractors will he held solely responsible for any damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Engineer timed so as to reach the Engineer at least ten (10) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.

- B. "Or Equal": The Contractor, Subcontractors and material suppliers shall not decide that another product is equal or equivalent to the brand, or model specified. The Engineer is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Engineer's and not the Contractor's or Subcontractor's or material supplier's decision as to what brands or models qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components in accordance with Section 00820, Substitutions.
- D. Approval by the Engineer, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor and Subcontractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Engineer holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Engineer.
- E. Under no circumstance will the Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cut sheets, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Engineer.
- G. The Contractor and Subcontractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:

- A. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
- B. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Engineer.
- C. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in triplicate) to the ENGINEER. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the ENGINEER for verification. The Engineer will retain one (1) copy in his file and will deliver the remaining copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Engineer.

A. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.

 B. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows: (Example)
Division 1
CM / Contractor
Representative's Name

CM / Contractor Address Representative's Name Phone Number

Division 2

Earth Moving and Site Grading Company Name Address Representative's Name Title Phone Number

- C. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.
- D. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.
- E. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The Contractor shall provide copies of all test and balance reports from his Contractors and Subcontractors as required (See Division 21 thru 28). Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.
- F. LIEN WAIVERS: All releases and waivers of liens from the Contractor, Contractors and Subcontractors shall be on the form incorporated in the project documents.
- G. CONTRACTORS AFFIDAVIT OR PAYMENT OF DEBTS AND CLAIMS: The Contractor and Subcontractors shall provide a certification on A.I.A. Document G706, Latest Edition, that all work covered by the bills of material and equipment, or other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied.
- H. CONSENT OF SURETY: The Contractor and Subcontractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.
- I. WARRANTY, GUARANTEE AND BONDS:
 - The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by his Sub-Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections. A walk-thru will occur during the 11th month from the date of substantial completion to determine of any outstanding warranty work is necessary.
 - 2. Warranty, guarantee and bonds will be as stated in the Contractor's contract.
- J. INSTRUCTION/OPERATION MANUALS AND KEYS:
 - 1. Subcontractors shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
 - 2. The Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
 - 3. Label turn-over all keys.

K. MAINTENANCE MANUALS AND SPARE PARTS: (All items in this Section are required prior to issuance of Certificate of Substantial Completion.)

- 1. Subcontractors shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
- 2. Subcontractors shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
- 3. Subcontractors shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.
- L. AS-BUILT DRAWINGS:
 - Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Engineer. The ENGINEER will provide digital <u>AutoCAD 2007</u> drawing files to the Subcontractors upon receipt by the ENGINEER of the liability release form or as attached in Specification Section 013310. <u>Engineer will not release documents in</u> <u>any other format or edition of AutoCAD</u>. The Subcontractors will revise the AutoCAD drawing files in accordance with the actual construction of their work. The Subcontractors will then submit the revised documents to the Contractor who will verify that the drawings reflect the actual construction. The Contractor will forward approved As-Built/Record Drawings to the ENGINEER for review.
 - 2. With reference to electrical and mechanical work the exact (not diagrammatic) conduit runs shall be shown on these drawings.
 - 3. The documents shall be prepared by a competent draftsman submitted as three (3) sets of black line prints of the contract drawings marked "As-Built/Record Drawings." In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, heating, air conditioning, and ventilating work unless two (2) or more divisions are shown on the same sheets of the contract drawings, in which case the various Subcontractors shall also show their changes on the same sheets. Each sheet shall bear the date and name of the Subcontractor submitting the drawings. Submit the AutoCAD files and PDF digital files on a CD or DVD for the Owner's archive and use. Final payment shall not be made until said as-built documents have been received by the Engineer, reviewed and accepted as complete and in accordance with the contract documents."

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

A. No excavation will be permitted with this project.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

A. Endangered Species. The Contractor and Subcontractors shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Subcontractor will immediately report this evidence to the Owner and a representative of the Engineer. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Engineer after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

To be as stated in Contractor's contract

END OF SECTION

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date:		Project No. 2014-173				
The work per	formed ur	der the Contract dated				
between	GULF	COAST STATE COLLEGE		(the Ow	/ner)	
and				(the Co	ntractor),	
for the constr	uction of	CHILLER PLANT REPAIR	<u>S PRC</u>	JECT	(Building Name)	
was found to be Substantially Completed as of						

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Subcontractors to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor and Subcontractors will complete or correct the work on the list of items appended hereto within thirty (30) calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on _____

Any responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended of the Contract Documents.

(Engineer)	(Contractor)
(Authorized Representative)	(Authorized Representative)
Department of	
(Owner)	
(Authorized Representative)	

CERTIFICATE OF CONTRACT COMPLETION

AGENCY: <u>GULF COAST STATE COLLEGE</u> PROJECT: <u>CHILLER PLANT REPAIRS PROJECT</u> CONTRACTOR: CONTRACT FOR: CONTRACT DATE: CONTRACTOR'S AFFIDAVIT

CONTRACT AMOUNT:

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR:	CONTRACTOR:				
Signature:	Signature:				
(SEAL)	(SEAL)				
Title:	Title:				
Date:	Date:	_			
STATE OF					
Personally appeared before me this	day of	, 2010, known (or made			
known) to me to be the	,	,			
(OWNER) OR (PARTNER)					
of ,					
(Corporate Officer-Title)					
Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.					
(Notary Public)					
(Type Name):					
My Commission Expires:					

WARRANTY - GUARANTEE

Division No.:			
Section No.:			
Title No.:			
TO: GULF COAST	STATE	COLLEGE	
(Owner)			
RE: CHILLER PLAN	IT REP.	AIRS PROJECT	
(Project Name)			
(Contractor's Name)		, doe	s hereby certify to all
guarantees and warranties takir	ng effec	t on the date of Substantial Completion	and shall remain in force
as required by the Contract Doc	uments	for the Construction of; and further cert	ifies that all labor,
materials, equipment or items n	ecessar	y to execute said guarantees and warra	inties shall be furnished at
no cost to the Owner for the dur	ation of	each guarantee or warranty period.	
(Contractor's Name)			
(Address)			
	Ву:		
		(type name of signee below)	
	Title:		
		Sworn to and subscribed before me th	is
(NOTARIAL SEAL)		day of	, 2010 .
		Notary Public, State of Florida	
		My Commission Expires:	
END OF SECTION 008200			

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.
- B. Related Section:
 - 1. Not used.

1.3 PROJECT INFORMATION

A. Project Identification:

GCSC CHILLER PLANT REPAIRS PROJECT Project No. 2014-173

- 1. Project Location: GULF COAST STATE COLLEGE 5230 West US Highway 98 Panama City, FL 32401
- B. Owner:

GULF COAST STATE COLLEGE

- 1. Owner's Representative: Mr. John Mercer.
- C. Engineer:

Schmidt Consulting Group, Inc. 40 S. Palafox Place, Suite 300 Pensacola, FL 32502-5699 (850) 438-0050

D. Contractor:

TBD

- E. Project Website: A Project Website administered by the Engineer will be used for purposes of managing communication and documents during the construction stage.
 - 1. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Replacement of the existing screen louvers of the same size as existing located around the perimeter of the existing facility.
 - 2. Remove and replace rusting and deteriorating precast sill support angle below the louvers.
 - 3. Repair and repaint rusting lintels.
 - 4. Remove rusting precast wall cap attachments and reattach existing precast wall cap.
 - 5. Replace existing exhaust fan to provide ventilation flow to the mechanical room.
 - 6. Provide and install power and conduit as necessary for installation of the new HVAC exhaust fan.
- B. Type of Contract
 - 1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 20 feet beyond building perimeter; 10 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 20 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
 - 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day 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 approval of authorities having jurisdiction.
- 2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.
 - 1. Weekend Hours: 7:00 a.m. to 6:00 p.m. with Owner's permission.
 - 2. Early Morning Hours: 5:00 a.m. to 7:00 a.m. with Owners permission and no disruptions as noted in D. below.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer /Owner not less than two (2) days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Engineer Owner not less than two (2) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building & Campus: Smoking is not permitted at any stage of construction or during building operation within the building or anywhere on campus.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

- G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
 - 1. Maintain list of approved screened personnel with Owner's Representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
 - 3. Engineerural Dictionary: <u>A Concise Dictionary of Engineerural Terms</u> By John Henry Parker

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Requests for substitution will not be accepted by the Engineer after the bidding process and in accordance with Section 008200, Special Conditions (Article 15, Substitution of Materials and Equipment) unless the Engineer agrees to consider afterwards. Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Submit Request for Substitution at least thirty (30) days prior to the scheduled submittal date of the specified product or service noted in paragraph "A" above.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction to be performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section.
Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from FBC.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

February 20, 2015

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted including all credits due the Owner as a result of accepting this request.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction; including NOA's where required.
 - e. Requested substitution is compatible with all portions of the Work.
 - f. Requested substitution has been coordinated with all portions of the Work.
 - g. Requested substitution provides either specified or extended warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with all other portions of the Work, is uniform and consistent, is compatible with all other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. 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 include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and other similar considerations.
 - b. Requested substitution is not of foreign manufacture and/or the manufacturer is not currently under investigation or litigation for production of products, or have been found guilty of production of products, that contain chemicals that may be harmful to human health.
 - c. Requested substitution does not require revisions to the Contract Documents. If changes to the documents are contemplated, additional Owner responsibilities have been included as noted in no. one (1) above
 - d. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Contractor's construction schedule.
 - g. Requested substitution has received necessary approvals of authorities having jurisdiction; including NOA's where required.
 - h. Requested substitution is compatible with all other portions of the Work.
 - i. Requested substitution has been coordinated with all other portions of the Work.
 - j. Requested substitution provides either specified or extended warranty.
 - k. If requested substitution involves more than one contractor, requested substitution has been coordinated with all other portions of the Work, is uniform and consistent, is compatible with all other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

GULF COAST STATE COLLEGE CHILLER PLANT REPAIRS Panama City, Florida

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Supplementary General Conditions" for additional dates for processing the Application for Payment.
 - 2. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 3. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 - 4. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 5. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

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. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate 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. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 - 6. 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.
 - 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
 - 9. 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.
 - 10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders, Construction Change Directives, or Owner Direct Purchases result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer 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: Submit Application for Payment to Engineer by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 18th.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.

- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's 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 conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.

- 2. Schedule of values.
- 3. Contractor's construction schedule (preliminary if not final).
- 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
- 5. Products list (preliminary if not final).
- 6. Schedule of unit prices (if applicable).
- 7. Submittal schedule (preliminary if not final).
- 8. List of Contractor's staff assignments.
- 9. List of Contractor's principal consultants.
- 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.
- I. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "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)

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

- 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
 - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - e. Indicate required installation sequences.
 - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show Engineering and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of

visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.

- 2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
- 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
- 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
- 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
- 6. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 7. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Engineer determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Engineer will so inform the Contractor, who shall make changes as directed and resubmit.
- 8. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:
 - 1. File Preparation Format: Same digital data software program, version, and operating system as the original Drawings.
 - 2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
 - 3. Engineer will furnish Contractor one set of digital data files of the Drawings for use in preparing coordination digital data files.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings.
 - b. Digital Data Software Program: The Drawings are available in ACAD 2007.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

1.6 KEY PERSONNEL

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Website, and by each temporary telephone. Keep list current at all times.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Frivolous RFIs
 - 1. RFIs submitted to the Engineer, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
 - 2. The time involved in reviewing the documents to locate the response and the time required to prepare the response shall be billed to the Contractor at the Project Engineer's prevailing wage rate.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Engineer.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: [AIA Document G716].
- E. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.

- f. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
- 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 07 days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.

- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for RFIs.
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Sustainable design requirements.
- I. Preparation of record documents.
- m. Use of the premises and existing building.
- n. Work restrictions.
- o. Working hours.
- p. Owner's occupancy requirements.
- q. Responsibility for temporary facilities and controls.
- r. Procedures for moisture and mold control.
- s. Procedures for disruptions and shutdowns.
- t. Construction waste management and recycling.
- u. Parking availability.
- v. Office, work, and storage areas.
- w. Equipment deliveries and priorities.
- x. First aid.
- y. Security.
- z. Progress cleaning.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.

- 10) Quality and work standards.
- 11) Status of correction of deficient items.
- 12) Field observations.
- 13) Status of RFIs.
- 14) Status of proposal requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Engineer.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

- 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
- 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. Two paper copies.
- B. Startup construction schedule.
 - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at monthly intervals.
- H. Material Location Reports: Submit at monthly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Engineer's request.

- B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review submittal requirements and procedures.
 - 7. Review time required for review of submittals and resubmittals.
 - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 9. Review time required for Project closeout and Owner startup procedures.
 - 10. Review and finalize list of construction activities to be included in schedule.
 - 11. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

- 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's and Contractor's administrative procedures necessary for certification of Substantial Completion.
- 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Seasonal variations.
 - f. Environmental control.
 - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - I. Building flush-out.
 - m. Startup and placement into final use and operation.
 - 8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:

- 1. Temporary enclosure and space conditioning.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
 - 1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for commencement of the Work.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Engineer's approval of the schedule.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

- 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
- 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
 - 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Engineer's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - a. Each activity cost shall reflect an appropriate value subject to approval by Engineer.
 - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Main events of activity.
 - 4. Immediate preceding and succeeding activities.
 - 5. Early and late start dates.

- 6. Early and late finish dates.
- 7. Activity duration in workdays.
- 8. Total float or slack time.
- 9. Average size of workforce.
- 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.

- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Engineer, Contractor, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.

- 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
- 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
- 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AUTO Cad 2007.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal 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. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - I. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 - 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.

- g. Name of supplier.
- h. Name of manufacturer.
- i. Number and title of appropriate Specification Section.
- j. Drawing number and detail references, as appropriate.
- k. Location(s) where product is to be installed, as appropriate.
- I. Related physical samples submitted directly.
- m. Other necessary identification.
- 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Engineer.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
 - 1. Transmittal Form: Use AIA Document G810.
 - 2. Transmittal Form: Provide locations on form for the following information:
 - 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. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - I. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

- K. 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.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. E-mail electronic submittals, Action Submittals & Informational Submittals as PDF electronic files directly to Engineer.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 - 4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of Product Data, unless otherwise indicated. Engineer will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Two opaque (bond) copies of each submittal. Engineer will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Engineer will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. 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. Submit subcontract list in the following format:
 - a. PDF electronic file.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

SECTION 013310 - DIGITAL FILE RELEASE

DIGITAL FILE DESCRIPTION:

(or identify and attach list)

REQUESTED BY:

Company Name:_____

PROJECT:_____

Date:

Schmidt Consulting Group, Inc. owns the rights to these DIGITAL drawing files as listed below and are transmitted for the specific purpose of the above referenced Company (herein referred to as "Company") Contract Work and may not be modified, copied or reproduced in any form or manner, nor assigned to another individual or entity without express written consent from Schmidt Consulting Group, Inc., for any reason other than for the purpose of the Company Contract work.

Schmidt Consulting Group, Inc. assumes no liability as to the reliability of the information contained in these files for the purposes of Company contract work, including but not limited to the indicated dimensions. These DIGITAL files are not construction documents. Differences may exist between these DIGITAL files and corresponding hard-copy construction documents. Schmidt Consulting Group, Inc. makes no representation regarding the accuracy or completeness of the DIGITAL electronic files you receive. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by Schmidt Consulting Group, Inc. and the DIGITAL files, the signed and sealed hard-copy construction documents shall govern. The Company is responsible for determining if any conflicts exist. By the use of these files, the Company is not relieved of its duty to fully comply with the contract documents, including and without limitation, the need to check and coordinate work with that of other contractors for the project. By signature below, the Company releases Schmidt Consulting Group, Inc. from any and all liability regarding the information contained in these DIGITAL files.

Schmidt Consulting Group, Inc. reserves the right to modify, correct and change the original documents as needed, and may do so without necessarily notifying any other parties, including the Company.

Upon receipt of said drawing files, I

acknowledged as the ______ of ______ of ______ understand that the said files are for my general information and assistance to accomplish the work of the Company and agree to the conditions of the above statement.

Signature:	Date:	
Printed Name and Title:		
STATE OF:		
COUNTY OF:		
Sworn to and subscribed before me this	day of	<u>,</u> 20
NOTARY PUBLIC	(SEAL)	
My commission expires:		
Personally KnownProduced Identification_	Туре	

SECTION 013320 - ROUTING TRANSMITTAL

CONTRACTOR:	ENGINEER	Schmidt Consulting Group, Inc. 40 S. Palafox Place, Ste. 300 Pensacola, FL 32502-5699	
SPEC. SECTION NO			
ITEM	Project No.	2014-173	
SUB-CONTRACTOR / SUPPLIER	Project Name	CHILLER PLANT REPAIRS	
	OWNER	GULF COAST STATE COLLEGE	
DATE SENTNO. COPIES			
VARIANCE ATTACHED YES NO			
SCG to CONSULTANT	DATE RECEIVED BY CONSULTANT		
DATE SENTNO. COPIES			
ENGINEER			
ATTN:			
CONSULTANT to SCG	DATE RECEIVED BY	SCG	
DATE SENTNO. COPIES	-		
REVIEWED BY			
COMMENTS			
SCG to CONTRACTOR	DATE RECEIVED BY CONTRACTOR		
DATE SENT			
TO CONTRACTOR			
AGENCY OWNER FILE			
ACTION TAKEN:			
Rejected Revise and Resubmit as Noted Conforms with Design Concept as Noted Conforms with Design Concept Submit Corrected Copy No Action Taken			

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and 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 qualityassurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 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 Engineer.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.

- 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections 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 specified requirements.
- 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Engineer 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 within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS
- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Main wind-force resisting system or a wind-resisting component listed in the wind-forceresisting system quality assurance plan.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Engineer has indicated as nonconforming or

defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, 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. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- 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.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - 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 Engineer, 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.

- K. 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 Engineer.
 - 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.
- M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 49.

1.10 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. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. 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.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

- 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. 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 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-construction conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Engineer and Contractor 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 qualitycontrol 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.
- G. 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. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. 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.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 - 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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 Engineer.
 - 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 Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "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.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's

"Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites 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	(703) 358-2960
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
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute www.ahrinet.org	(703) 524-8800
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
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
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (Now AHRI)	
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
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning	(800) 527-4723
	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers www.asse.org	(847) 699-2929
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) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation) www.internationalbadminton.org	6-03-9283 7155
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
February 20, 2015	014200 - References	Page 4 of 16

CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
СРА	Composite Panel Association www.pbmdf.com	(703) 724-1128
СРРА	Corrugated Polyethylene Pipe Association www.plasticpipe.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
February 20, 2015	014200 - References	Page 5 of 16

	EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
	EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
	EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
	EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
	ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
	ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	(800) 967-5352
	FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
	FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.org	41 21 345 35 35
	FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
	FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
	FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
	FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
	FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
	GA	Gypsum Association www.gypsum.org	(202) 289-5440
	GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
	GRI	(Part of GSI)	
	GS	Green Seal www.greenseal.org	(202) 872-6400
	GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
F	ebruary 20, 2015	014200 - References	Page 6 of 16

HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
НММА	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation (Now BWF)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (Now IES)	
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association	(877) 464-7732

014200 - References

	www.issfa.net	(702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
КСМА	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
МН	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport	(800) 213-7193,
	www.aahperd.org/nagws/	(703) 476-3400
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848

GULF COAST STA CHILLER PLANT R Panama City, Florid	TE COLLEGE EPAIRS a	SCHMIDT CONSULT 100% CD - Pf Prc	ING GROUP, INC. ROJECT MANUAL ject No. 2014-173
NCAA	National Collegiate Athletic Association (Thwww.ncaa.org	ne)	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org		(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org		(262) 248-9094
NCTA	National Cable & Telecommunications Ass www.ncta.com	ociation	(202) 775-2300
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' Asso www.nelma.org	ciation	(207) 829-6901
NEMA	National Electrical Manufacturers Associati www.nema.org	ion	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org		(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School A www.nfhs.org	ssociations	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org		(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org		(301) 589-1776
NGA	National Glass Association www.glass.org		(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org		(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org		(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacture (Formerly: National Oak Flooring Manufac www.nofma.com	rs Association turers Association)	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Meta www.nomma.org	als Association	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net		(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Associatio www.nrmca.org	n	(888) 846-7622 (301) 587-1400

GULF COAST STA CHILLER PLANT R Panama City, Florid	TE COLLEGE EPAIRS a	SCHMIDT CONSULTING GROUP, INC. 100% CD - PROJECT MANUAL Project No. 2014-173
NSF	NSF International (National Sanitation Foundation Internation www.nsf.org	(800) 673-6275 al) (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, In www.ntma.com	c. (The) (800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Associ (Now TRI)	ation
NWFA	National Wood Flooring Association www.woodfloors.org	(800) 422-4556 (636) 519-9663
NWWDA	National Wood Window and Door Association (Now WDMA)	on
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of Ameri www.pdca.com	ca (800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connection www.boltcouncil.org	S
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SCTE	Society of Cable Telecommunications Engine www.scte.org	neers (800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association	tion (877) 294-5424

014200 - References

	www.sefalabs.com	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smainfo.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700

GULF COAST STA CHILLER PLANT R Panama City, Florid	TE COLLEGE EPAIRS a	SCHMIDT CONSULTING GROUP, INC. 100% CD - PROJECT MANUAL Project No. 2014-173
ТРІ	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
ТРІ	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technolo www.usitt.org	ogy, Inc. (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
WCMA	Window Covering Manufacturers Association www.wcmanet.org	on (212) 297-2122
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Wood California) www.wicnet.org	dwork Institute of (916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Asso www.wmmpa.com	ciation (800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Assoc www.wsrca.com	iation (800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

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 sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN		Deutsches Institut f?r Normung e.V. www.din.de	49 30 2601-0
IAPMC)	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC		International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	5	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC		Uniform Building Code (See ICC)	
D.	Fed or of follo belie	eral Government Agencies: Where abbreviations and acronyms are use ther Contract Documents, they shall mean the recognized name of the e wing list. Names, telephone numbers, and Web sites are subject to cha eved to be accurate and up-to-date as of the date of the Contract Docum	ed in Specifications ntities in the nge and are ients.
CE	A V	Army Corps of Engineers vww.usace.army.mil	(202) 761-0011
CPSC	C V	Consumer Product Safety Commission vww.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	C V	Department of Commerce vww.commerce.gov	(202) 482-2000
DOD	C h	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	C V	Department of Energy vww.energy.gov	(202) 586-9220
EPA	E v	Environmental Protection Agency vww.epa.gov	(202) 272-0167
FAA	F v	ederal Aviation Administration www.faa.gov	(866) 835-5322
FCC	F v	ederal Communications Commission	(888) 225-5322
FDA	F v	Food and Drug Administration vww.fda.gov	(888) 463-6332
GSA	C V	General Services Administration vww.gsa.gov	(800) 488-3111
HUD	C V	Department of Housing and Urban Development vww.hud.gov	(202) 708-1112
LBL	L v	awrence Berkeley National Laboratory vww.lbl.gov	(510) 486-4000
NCHR	P N (lational Cooperative Highway Research Program See TRB)	

GULF COAST STATE COLLEGE CHILLER PLANT REPAIRS Panama City, Florida		SCHMIDT CONSULTING GROUP, INC. 100% CD - PROJECT MANUAL Project No. 2014-173
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 Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.hhs.gov/ophs	(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 http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service	(202) 268-2000

USPS Postal Service www.usps.com

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites 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)	(202) 272-	
	Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov		
CFR	Code of Federal Regulations	(866) 512-	
	Available from Government Printing Office	(202) 512-	
	www.gpoaccess.gov/cfr/index.html	1000	
DOD	Department of Defense Military Specifications and Standards	(215) 697-	
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	2004	
DSCC	Defense Supply Center Columbus (See FS)		
FED-STD	Federal Standard (See FS)		

FS	Federal Specification		
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	2004	
	Available from Defense Standardization Program www.dps.dla.mil		
	Available from General Services Administration	(202) 619-	
	www.gsa.gov	0920	
	Available from National Institute of Building Sciences	(202) 289-	
	www.wbdg.org/ccb	7800	
FTMS	Federal Test Method Standard (See FS)		
MIL	(See MILSPEC)		
MIL-STD	(See MILSPEC)		
MILSPEC	Military Specification and Standards	(215) 697-	
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	2004	
UFAS	Uniform Federal Accessibility Standards	(800) 872-	
	Available from Access Board		
	www.access-board.gov	0000	

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952- 5210 (916) 574- 2041
CCR	California Code of Regulations	(916) 323- 6815
	www.calregs.com	
CDHS	California Department of Health Services (See CDPH)	
CDPH	California Department of Public Health, Indoor Air Quality Section	(510) 620- 2802
	www.cal-iaq.org	
CPUC	California Public Utilities Commission	(415) 703- 2782
	www.cpuc.ca.gov	

TFS Texas Forest Service

Forest Resource Development http://txforestservice.tamu.edu

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

(979) 458-6650

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 49 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.
 - New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, 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.
 - a. An item shall not be considered for a comparable product where the product is of foreign manufacture and/or if the manufacturer is currently under investigation or litigation for production of products, or have been found guilty of production of products, that contain chemicals that may be harmful to human health.
- B. Substitutions: Changes in products or manufacturers, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Refer to Section 008200 and 012500 for substitution requirements.
- 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.

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 fifteen (15) days after date of commencement of the Work, submit 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 thirty (30) days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Engineer's Action: Engineer will respond in writing to Contractor within ten (10) days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: <u>Requests for substitution will not be accepted by the Engineer after the bidding process and in accordance with Section 008200, Special Conditions (Article 15, Substitution of Materials and Equipment) unless the Engineer agrees to consider afterwards. Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 </u>

1. <u>Submit Request for Substitution at least fifteen (15) days prior to the scheduled</u> submittal date of the specified product or service noted in paragraph "A" above.

- 2. 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 separate contractors that will be necessary to accommodate proposed substitution.
 - c. Contractor requests for a "Comparable Product" must be submitted through this procedure.
 - d. 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.

- e. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- f. Samples, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - 1) Unless specifically requested by the Owner or Engineer, no proposal of change shall result in an increase in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- I. 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.
- m. Contractor's certification that the proposed substitution is not of foreign manufacture and/or that the manufacturer is not currently under investigation or litigation for production of products, or have been found guilty of production of products, that contain chemicals that may be harmful to human health.
- Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order (AIA Document G701) or Engineer's Supplemental Instruction (AIA Document G710).
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 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.

1.6 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.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. 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.
- 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. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- 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," Engineer will make selection.
- 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
- 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
 - 1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 - 2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 - 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 - 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: <u>Requests for substitution will not be accepted by the Engineer after the bidding process</u> and in accordance with Section 008200, Special Conditions (Article 15, Substitution of Materials and Equipment) unless the Engineer agrees to consider afterwards. If the Engineer agrees to consider requests for substitution after the bidding period, Engineer must receive requests that are completely documented within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: If the following conditions are not satisfied, Engineer will return requests without action, 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 Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require 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 adversely affect Contractor's Construction 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.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that the product 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 Engineers and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017329 - 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.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

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 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 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.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include 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. Conveying systems.
 - 8. Electrical wiring systems.
 - 9. 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 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 Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

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.

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 or 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 Division 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. 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.
- 4. Ceilings: Patch, repair, or re-hang in place ceilings as necessary to provide an evenplane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight 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 017329

SECTION 017700 - 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. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in 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. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- 12. Complete final cleaning requirements, including touchup painting.
- 13. 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, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 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 Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report and warranty (if applicable).
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three 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 Engineer.
- d. Name of Contractor.
- e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer 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 15 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 and submit three (3) copies.
 - 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 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.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.h. Clean transparent materials, including mirrors and glass in doors and windows.
- 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.
- i. Remove labels that are not permanent.
- j. 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.
- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- I. Replace parts subject to unusual operating conditions.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction.
- p. 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.
- q. Leave Project clean and ready for occupancy.
- C. 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 017700
SECTION 017823 - OPERATION AND MAINTENANCE DATA

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 preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 10 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Engineer will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one (1) copy of each manual for each building in final form at least 10 days before final inspection. Engineer will return copy with comments within 10 days after final inspection.
 - 1. Correct or modify each manual to comply with Engineer's comments. Submit 3 copies of each corrected manual within 10 days of receipt of Engineer's comments.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Engineer.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into three (3) sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder. Submit three (3) sets.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Precautions against improper use.
 - 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:

- 1. Startup procedures.
- 2. Equipment or system break-in procedures.
- 3. Routine and normal operating instructions.
- 4. Regulation and control procedures.
- 5. Instructions on stopping.
- 6. Normal shutdown instructions.
- 7. Seasonal and weekend operating instructions.
- 8. Required sequences for electric or electronic systems.
- 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set(s) of plots from corrected Record CAD Drawings and one set(s) of marked-up Record Prints. Engineer will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return plots and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set(s) of marked-up Record Prints, one set(s) of Record CAD Drawing files, one set(s) of Record CAD Drawing plots, and three copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.
 - 1) Electronic Media: CD-R or DVD.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that 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 would be difficult to identify or measure and record 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.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping and conduits.
 - e. Revisions to electrical circuitry.
 - f. Actual equipment locations.
 - g. Duct size and routing.
 - h. Locations of concealed internal utilities.
 - i. Changes made by Change Order or Construction Change Directive.
 - j. Changes made following Engineer's written orders.
 - k. Details not on the original Contract Drawings.
 - I. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
 - 1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 - 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 - 3. Refer instances of uncertainty to Engineer for resolution.
 - 4. Engineer will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Engineer makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.

- b. CAD Software Program: The Contract Drawings are available in Autodesk Engineering Desktop 2007
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
 - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 - 2. Consult Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 - 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

- A. Training Binder: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - 2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
 - 3. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Operations manuals.
 - b. Maintenance manuals.
 - c. Project record documents.
 - d. Identification systems.
 - e. Warranties and bonds.
 - f. Maintenance service agreements and similar continuing commitments.
 - 3. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.

- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- I. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 4. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 5. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 6. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 7. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.
- 3.2 INSTRUCTION
 - A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Engineer will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.

- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Building (common) brick.

1.2 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing indicated below. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
 - 1. Mortar Test (Property Specification): For each mix required, according to ASTM C 780 for compressive strength.
 - 2. Grout Test (Compressive Strength): For each mix required, according to ASTM C 1019.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For reinforcing steel. Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement." Show elevations of reinforced walls.
- C. Samples for Verification: For each type and color of exposed masonry unit and colored mortar.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product indicated. For masonry units include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

1.6 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fireresistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

2.2 BRICK

- A. Regional Materials: Brick shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
- B. General: Provide shapes indicated and as follows:
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
 - 2. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- C. Face Brick: Facing brick complying with ASTM C 216 or hollow brick complying with ASTM C 652, Class H40V (void areas between 25 and 40 percent of gross cross-sectional area).
 - 1. Grade: MW or SW.
 - 2. Type: FBX.
 - 3. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3350 psi (23.10 MPa).
 - 4. Initial Rate of Absorption: Less than 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67.
 - 5. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
 - 6. Color and Texture: Brick with colors and textures to match existing.
 - 7. Size (Actual Dimensions): 3-5/8 inches (92 mm) wide by 2-1/4 inches (57 mm) high by 7-

5/8 inches (194 mm) long to match existing.

2.3 MORTAR AND GROUT MATERIALS

- A. Regional Materials: Aggregate for mortar and grout, cement, and lime shall be extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
- B. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated to match existing.
- C. Hydrated Lime: ASTM C 207, Type S.
- D. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- E. Masonry Cement: ASTM C 91.
 - 1. <u>Products:</u> Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Capital Materials Corporation; Flamingo Color Masonry Cement.
 - b. <u>Cemex S.A.B. de C.V.</u>; Citadel Type S, Dixie Type S.
 - c. <u>Essroc, Italcementi Group;</u> Brixment or Velvet.
 - d. <u>Holcim (US) Inc.</u>; Mortamix Masonry Cement, White Mortamix Masonry Cement.
 - e. <u>Lafarge North America Inc</u>.; Magnolia Masonry Cement, Lafarge Masonry Cement, Trinity White Masonry Cement.
 - f. <u>Lehigh Cement Company</u>; Lehigh Masonry Cement, Lehigh White Masonry Cement.
 - g. <u>National Cement Company, Inc.;</u> Coosa Masonry Cement.
 - F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.
 - 2. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. <u>Davis Colors;</u> True Tone Mortar Colors.
 - b. <u>Lanxess Corporation</u>; Bayferrox Iron Oxide Pigments.
 - c. <u>Solomon Colors, Inc.;</u> SGS Mortar Colors.
- G. Colored Cement Product: Packaged blend made from portland cement and hydrated lime or masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) <u>Colored Portland Cement-Lime Mix:</u>
 - 2) <u>Capital Materials Corporation;</u> Riverton Portland Cement Lime Custom Color.
 - 3) <u>Holcim (US) Inc.;</u> Rainbow Mortamix Custom Color Cement/Lime.

- 4) <u>Lafarge North America Inc.;</u> Eaglebond Portland & Lime.
- 5) Lehigh Cement Company; Lehigh Custom Color Portland/Lime Cement.
- 6) <u>Colored Masonry Cement:</u>
- 7) <u>Capital Materials Corporation;</u> Flamingo Color Masonry Cement.
- 8) Cemex S.A.B. de C.V.; Richcolor Masonry Cement.
- 9) <u>Essroc, Italcementi Group;</u> Brixment-in-Color.
- 10) Holcim (US) Inc.; Rainbow Mortamix Custom Color Masonry Cement.
- 11) Lafarge North America Inc.; U.S. Cement Custom Color Masonry Cement.
- 12) Lehigh Cement Company; Lehigh Custom Color Masonry Cement.
- 13) <u>National Cement Company, Inc.;</u> Coosa Masonry Cement.
- H. Aggregate for Mortar: ASTM C 144.
 - 1. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
 - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- I. Aggregate for Grout: ASTM C 404.
- J. Epoxy Pointing Mortar: ASTM C 395, epoxy-resin-based material formulated for use as pointing mortar for facing units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Engineer from manufacturer's colors.
- K. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
 - 1. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. <u>Grace Construction Products, W. R. Grace & Co.</u> Conn.; Morset.
 - c. <u>Sonneborn Products, BASF Aktiengesellschaft;</u> Trimix-NCA.
- L. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent by same manufacturer.
 - 1. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. <u>ACM Chemistries;</u> RainBloc for Mortar.
 - b. <u>BASF Aktiengesellschaft;</u> Rheopel Mortar Admixture.
 - c. <u>Grace Construction Products, W. R. Grace & Co</u>. Conn.; Dry-Block Mortar Admixture.
- M. Water: Potable.

2.4 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).

- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
 - 1. Interior Walls: Hot-dip galvanized, carbon steel.
 - 2. Exterior Walls: Hot-dip galvanized, carbon steel.
 - 3. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
 - 4. Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.
 - 5. Wire Size for Veneer Ties: 0.187-inch (4.76-mm) diameter.
 - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 - 7. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.
- D. Masonry Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch- (4.76-mm-) diameter, hot-dip galvanized, carbon-steel continuous wire.

2.5 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
 - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
 - 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
 - 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch (16-mm) cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches (50 mm) parallel to face of veneer.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
 - 1. Wire: Fabricate from 3/16-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire.
- D. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.35-mm-) diameter, hotdip galvanized steel wire.
 - 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch (25 mm) of masonry face, made from 0.187-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire.
- E. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 01.05-inch- (2.66-mm-) thick, steel sheet, galvanized after fabrication.
 - 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch (25 mm) of masonry face, made from 0.25-inch- (6.35-mm-) diameter, hot-dip galvanized steel wire.
 - 3. Corrugated Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with

corrugations having a wavelength of 0.3 to 0.5 inch (7.6 to 12.7 mm) and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from 01.05-inch- (2.66-mm-) thick, steel sheet, galvanized after fabrication with dovetail tabs for inserting into dovetail slots in concrete and sized to extend to within 1 inch (25 mm) of masonry face.

- F. Partition Top anchors: 0.105-inch- (2.66-mm-) thick metal plate with 3/8-inch- (9.5-mm-) diameter metal rod 6 inches (152 mm) long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.
- G. Rigid Anchors: Fabricate from steel bars 1-1/2 inches (38 mm) wide by 1/4 inch (6.35 mm) thick by 24 inches (610 mm) long, with ends turned up 2 inches (51 mm) or with cross pins unless otherwise indicated.
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.
- H. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
 - a. Structural Performance Characteristics: Capable of withstanding a 100-lbf (445-N) load in both tension and compression without deforming or developing play in excess of 0.05 inch (1.3 mm).
 - 2. Contractor's Option: Unless otherwise indicated, provide any of the following types of anchors:
 - a. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
 - b. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) <u>Dayton Superior Corporation, Dur-O-Wal Division</u>; D/A 213 or D/A 210 with D/A 700-708.
 - 2) <u>Heckmann Building Products Inc.</u>; 315-D with 316.
 - 3) Hohmann & Barnard, Inc.; DW-10 DW-10HS or DW-10-X.
 - 4) <u>Wire-Bond</u>; 1004, Type III or RJ-711.
 - c. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and bottom, having slotted holes for inserting wire tie.
 - d. Fabricate sheet metal anchor sections and other sheet metal parts from 1.05-inch-(2.66-mm-) thick, steel sheet, galvanized after fabrication.
 - e. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25- inch-(6.35-mm-) diameter, hot-dip galvanized steel wire.

I. Anchor Bolts: Headed L-shaped steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.

2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Engineerural Sheet Metal Manual" and as follows:
 - 1. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
 - 2. Metal Sealant Stop: Fabricate from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
 - 3. Metal Expansion-Joint Strips: Fabricate from stainless steel according to SMACNA or to shapes indicated.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Copper-Laminated Flashing: 7-oz./sq. ft. (2-kg/sq. m) copper sheet bonded between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
 - a. <u>Products</u>: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) <u>Advanced Building Products Inc.;</u> Copper Fabric Flashing, Copper Sealtite 2000.
 - 2) <u>Dayton Superior Corporation, Dur-O-Wal Division;</u> Copper Fabric Thru-Wall Flashing.
 - 3) Hohmann & Barnard, Inc.; H & B C-Fab Flashing.
 - 4) <u>Phoenix Building Products;</u> Type FCC-Fabric Covered Copper.
 - 5) <u>Sandell Manufacturing Co., Inc.;</u> Copper Fabric Flashing.
 - 6) York Manufacturing, Inc.; Multi-Flash 500.
- C. Solder and Sealants for Sheet Metal Flashings; complying with SMACNA's "Engineerural Sheet Metal Manual".
- D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall;

size and configuration as indicated.

- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Vent Products: Use one of the following unless otherwise indicated:
 - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe, in color selected from manufacturer's standard.
 - a. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) <u>Advanced Building Products Inc.;</u> Mortar Maze weep vent.
 - 2) Blok-Lok Limited; Cell-Vent.
 - 3) <u>Dayton Superior Corporation, Dur-O-Wal Division;</u> Cell Vents.
 - 4) <u>Heckmann Building Products Inc.</u>; No. 85 Cell Vent.
 - 5) Hohmann & Barnard, Inc.; Quadro-Vent.
 - 6) <u>Wire-Bond;</u> Cell Vent.
 - 2. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe; in color selected from manufacturer's standard.
 - a. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Mortar Net USA, Ltd.; Mortar Net Weep Vents.
 - 3. Vinyl Weep Hole/Vent: T-shaped units made from flexible PVC, consisting of a louvered vertical leg, flexible wings to seal against ends of masonry units, and a top flap to keep mortar out of the head joint; in color selected by Engineer.
 - a. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) <u>Hohmann & Barnard, Inc.;</u> #343 Louvered Weep Hole.
 - 2) <u>Williams Products, Inc.;</u> Williams-Goodco Brick Vent.
 - 3) <u>Wire-Bond;</u> Louvered Weepholes.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
 - 1. <u>Products</u>: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - b. <u>Advanced Building Products Inc.;</u> Mortar Break II.
 - c. <u>Archovations, Inc.;</u> CavClear Masonry Mat.
 - d. <u>Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.</u>
 - e. <u>Mortar Net USA, Ltd.;</u> Mortar Net.
 - 2. Provide one of the following configurations:
 - f. Strips, full-depth of cavity and 10 inches (250 mm) high, with dovetail shaped

notches 7 inches (175 mm) deep.

- g. Strips, not less than 3/4 inch (19 mm) thick and 10 inches (250 mm) high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.
- h. Sheets or strips full depth of cavity and installed to full height of cavity.

2.8 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. <u>Diedrich Technologies, Inc</u>.
 - b. EaCo Chem, Inc.
 - c. <u>ProSoCo, Inc</u>.

2.9 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime mortar unless otherwise indicated.
 - 3. For exterior masonry, use portland cement-lime mortar.
 - 4. For reinforced masonry, use portland cement-lime mortar.
 - 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For masonry below grade or in contact with earth, use Type S.
 - 2. For reinforced masonry, use Type S.
 - 3. For mortar parge coats, use Type S or Type N.
 - 4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - 5. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.

- 2. Pigments shall not exceed 5 percent of masonry cement by weight.
- 3. Application: Use pigmented mortar for exposed mortar joints with the following units:
 - a. Face brick.
 - b. Hollow brick.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
 - 1. Mix to match Engineer's sample.
 - 2. Application: Use colored aggregate mortar for exposed mortar joints with the following units:
 - a. Face brick.
 - b. Hollow brick.
- F. Grout for Unit Masonry: Comply with ASTM C 476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 - 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
 - 3. Provide grout with a slump of [8 to 11 inches (203 to 279 mm)] [10 to 11 inches (254 to 279 mm)] as measured according to ASTM C 143/C 143M.
- PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
 - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
 - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.

C. Joints:

- 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
- 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
- 3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
 - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 CAVITY WALLS

- A. Bond wythes of cavity walls together using one of the following methods:
 - 1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 1.77 sq. ft. (0.16 sq. m) of wall area spaced not to exceed 16 inches (406 mm) o.c. horizontally and 16 inches (406 mm) o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches (305 mm) of openings and space not more than 36 inches (915 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c. vertically.
 - 2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.
 - a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
 - b. Where bed joints of wythes do not align, use adjustable (two-piece) type reinforcement with continuous horizontal wire in facing wythe attached to ties.
 - c. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement with continuous horizontal wire in facing wythe attached to ties to allow for differential movement regardless of whether bed joints align.
- B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- C. Parge cavity face of backup wythe in a single coat approximately 3/8 inch (10 mm) thick. Trowel face of parge coat smooth.
- D. Coat cavity face of backup wythe with "Bituminous Dampproofing."

3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
 - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
 - 2. Space reinforcement not more than 8 inches (203 mm) o.c. in foundation walls and parapet walls.
 - 3. Provide reinforcement not more than 8 inches (203 mm) above and below wall openings and extending 12 inches (305 mm) beyond openings in addition to continuous

reinforcement.

- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
 - 1. Provide an open space not less than 1/2 inch (13 mm) wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

3.8 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing and concrete and masonry backup with seismic masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten screw-attached and seismic anchors through sheathing to wall framing and to concrete and masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 2. Embed tie sections in masonry joints. Provide not less than 2 inches (50 mm) of air space between back of masonry veneer and face of sheathing.
 - 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 - 4. Space anchors as indicated, but not more than 16 inches (406 mm) o.c. vertically and 24 inches (610 mm) o.c. horizontally with not less than 1 anchor for each 2.67 sq. ft. (0.25 sq. m) of wall area. Install additional anchors within 12 inches (305 mm) of openings and at intervals, not exceeding 36 inches (914 mm), around perimeter.

3.9 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.
 - 1. Install flashing as follows unless otherwise indicated:
- D. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
- E. At lintels and shelf angles, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.

- F. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal drip edge.
- G. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
- H. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
 - 1. Use specified weep/vent products or open head joints to form weep holes.
 - 2. Space weep holes 24 inches (600 mm) o.c. unless otherwise indicated.
- I. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.
- J. Install vents in head joints in exterior wythes at spacing indicated. Use specified weep/vent products or open head joints to form vents.
 - 1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Level 1 special inspections according to the "International Building Code."
 - 1. Begin masonry construction only after inspectors have verified proportions of siteprepared mortar.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof.
- E. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- F. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- G. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.
- 3.11 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 2. Protect surfaces from contact with cleaner.
 - 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 4. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.12 MASONRY WASTE DISPOSAL

A. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 055000 - METAL FABRICATIONS

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. Steel framing and supports for ceiling-components.
 - 2. Steel framing and supports for overhead doors and grilles].
 - 3. Steel framing and supports for mechanical and electrical equipment.
 - 4. Steel framing and supports for applications where framing and supports are not specified in other Sections.
 - 5. Shelf angles.
 - 6. Miscellaneous steel trim including steel angle corner guards.
 - 7. Loose bearing and leveling plates for applications where they are not specified in other Sections.
- B. Products furnished, but not installed, under this Section:
 - 1. Loose steel lintels.
 - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
 - 3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.
- C. Related Sections:
 - 1. Section 042000 "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.

1.3 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Metal fabrications.
 - 2. Paint products.
 - 3. Grout.
- B. Shop Drawings: Show fabrication and installation details for metal fabrications.

- 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified professional engineer.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code Steel."
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code Aluminum."
 - 3. AWS D1.6, "Structural Welding Code Stainless Steel."

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. 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.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 FERROUS METALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
- D. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- E. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40) unless otherwise indicated.

2.3 NONFERROUS METALS

- A. Aluminum Extrusions: ASTM B 221 , Alloy 6063-T6.
- B. Bronze Plate, Sheet, Strip, and Bars: ASTM B 36/B 36M, Alloy UNS No. C28000 (muntz metal, 60 percent copper).
- C. Bronze Extrusions: ASTM B 455, Alloy UNS No. C38500 (extruded architectural bronze).

2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 or Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
 - 1. Provide stainless-steel fasteners for fastening aluminum.
 - 2. Provide bronze fasteners for fastening bronze.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- C. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
 - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- D. Plain Washers: Round, ASME B18.22.1.
- E. Lock Washers: Helical, spring type, ASME B18.21.1.
- F. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- G. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

- H. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 1 or Group 2 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- E. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normalweight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi.

2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
 - 1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
 - 1. Furnish inserts for units installed after concrete is placed.
- C. Fabricate supports for operable partitions from continuous steel beams of sizes indicated or if not indicated, as recommended by partition manufacturer with attached bearing plates, anchors, and braces as indicated or if not indicated, as recommended by partition manufacturer. Drill or punch bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.
- D. Galvanize miscellaneous framing and supports where indicated.

2.8 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch bolts, spaced not more than 6 inches from ends and 24 inches o.c., unless otherwise indicated.
 - 1. Provide mitered and welded units at corners.
 - 2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches larger than expansion or control joint.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize shelf angles located in exterior walls.
- D. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-inplace concrete.

2.9 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
 - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize miscellaneous steel trim.
- 2.10 LOOSE BEARING AND LEVELING PLATES
 - A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
 - B. Galvanize plates.

2.11 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches unless otherwise indicated.
- C. Galvanize loose steel lintels located in exterior walls.

2.12 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.13 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.
- C. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.14 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
 - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
 - 1. Extruded Aluminum: Two coats of clear lacquer.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
- 1. Use nonshrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations unless otherwise indicated.
- 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099113 "Exterior Painting." Section 099123 "Interior Painting."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

This page intentionally left blank.

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Perimeter joints between materials listed above and frames of doors windows and louvers.
 - d. Control and expansion joints in ceilings and other overhead surfaces.
 - e. Other joints as indicated.
 - 2. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Vertical joints on exposed surfaces of interior unit masonry or concrete walls and partitions.
 - d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and louvers.
 - e. Joints between plumbing fixtures and adjoining walls.
 - f. Other joints as indicated.
- B. Related Sections include the following:
 - 1. Division 04 Section "Unit Masonry" for masonry control and expansion joint fillers and gaskets.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and waterresistant continuous joint seals without staining or deteriorating joint substrates.

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

- D. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- E. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36month period preceding the commencement of the Work.
 - 1. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 2. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.7 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Fifteen years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Engineerural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.

2.3 ACOUSTICAL JOINT SEALANT

- A. The following acoustical sealants are acceptable for non-fire-rated assemblies:
 - 1. Acoustical Sealant, U.S. Gypsum, Chicago, IL 312-321-4000
 - 2. Acoustical Sealant, The Tremco Manufacturing Company, Beachwood, OH 810-427-2901
 - AC-20 FTR Acoustical Sealant, Pecora Chemical Corporation, Harleysville, PA 215-723-6051
 - 4. Acoustical Sealant 808, Protective Treatments, Inc., Dayton, OH 513-890-3150

- B. The following acoustical sealants are acceptable for fire-rated assemblies:
 - 1. AC-20 FTR Acoustical Sealant, Pecora Chemical Corporation, Harleysville, PA 215-723-6051
 - 2. FS 1900 Series Sealant Intumescent Elastomeric Firestop, International Protective Coatings, Inc. (IPC) Oakhurst, NJ 800-334-8796
 - 3. CP-25 WB Caulk, 3M Corporation, St. Paul, MN 612-733-4076
- C. Where acoustical sealant is indicated on the drawings at fire-rated partitions, a fire-rated acoustical sealant shall be used.
- D. Acoustical sealant shall be a non-hardening, non-drying, non-staining, and non-migrating sealant that remains permanently flexible.
- E. Where applicable, the acoustical sealant shall achieve and maintain the specified STC value of a designated system.
- F. Acoustical Sealant shall have a maximum Shore "A" Hardness of 45 ± 5 after curing.

2.4 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- D. Single-component or Multi-component Non-sag Urethane Sealant:
 - 1. Available Products:
 - a. Pecora Corporation
 - b. Tremco
 - c. Schnee-Morehead, Inc.
 - d. Sika Corporation, Inc.
 - e. Sonneborn, Division of ChemRex Inc.
 - 2. Type and Grade: M (multi-component) or S (single-component) and NS (nonsag).
 - 3. Class: 50.
 - 4. Use Related to Exposure: T (traffic) and NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

2.5 PREFORMED JOINT SEALANTS

- A. Preformed Foam Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant that is manufactured from high-density urethane foam impregnated with a nondrying, water-repellent agent; is factory produced in precompressed sizes in roll or stick form to fit joint widths indicated; is coated on one side with a pressure-sensitive adhesive and covered with protective wrapping; develops a watertight and airtight seal when compressed to the degree specified by manufacturer; and complies with the following:
 - 1. Available Products:
 - a. EMSEAL Joint Systems, Ltd.; Emseal 25V.
 - b. illbruck Sealant Systems, Inc.; Wilseal 600.
 - c. Polytite Manufacturing Corporation; Polytite B.
 - d. Polytite Manufacturing Corporation; Polytite Standard.
 - e. Sandell Manufacturing Co., Inc.; Polyseal.

- 2. Properties: Permanently elastic, mildew resistant, nonmigratory, nonstaining, and compatible with joint substrates and other joint sealants.
 - a. Density: Manufacturer's standard.

2.6 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after

cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
- b. Masonry.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

G. Installation of Preformed Tapes: Install according to manufacturer's written instructions.

H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.4 INSTALLATION OF ACOUSTICAL SEALANTS

- A. Acoustical sealant shall be applied in continuous beads, a minimum depth of 1/4" and minimum width to fill the gap between assemblies. Spray-on acoustical sealants are not acceptable.
- B. Acoustical sealant shall be applied as follows to partitions indicated in the drawings as requiring acoustical sealant. If not indicated on the drawings, apply as indicated below:
 - 1. On both sides of the partition where facings abut dissimilar materials.
 - 2. At intersections of partitions and at intersections of partitions and ceilings.
 - 3. At all panel terminations in door, and window frames.
 - 4. On each side of the partition at control joints in the partition.
 - 5. Around all cutouts for lights, cabinets, electrical boxes, etc.
 - 6. At the penetrations of pipes, ducts, and conduits of all types where the penetrating object meets the face of the partition on both sides of the partition.
 - 7. At the perimeter and penetrations of sound isolation ceilings.
 - 8. At the perimeter and penetrations of floating concrete floors.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 089000 - LOUVERS AND VENTS

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. Fixed, extruded-aluminum louvers.
- B. Related Sections:
 - 1. Division 04 Section "Unit Masonry" for building wall vents into masonry.

1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades; i.e., the axes of the blades are horizontal.
- C. Storm-Resistant Louver: Louver that provides specified wind-driven rain performance, as determined by testing according to AMCA 500-L.
- D. Hurricane Resistant Louver: Louver that provides specified wind pressure performance as determined by Miami-Dade PA-201, PA-202, PA-203 and AMCA 540 and AMCA 550.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design louvers, including comprehensive engineering analysis by a qualified professional engineer, using structural performance requirements and design criteria indicated.
- B. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
- C. Structural Loads:
 - 1. Wind Loads: As indicated on Drawings.
 - a. Basic Wind Speed: 140 mph.
 - b. Importance Factor: 1.15.
 - c. Exposure Category: C.
- D. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
 - 1. Show weep paths, gaskets, flashing, sealant, and other means of preventing water intrusion.
 - 2. Show mullion profiles and locations.
 - 3. Show any requirement for steel reinforcement between sections of louver units.
- C. Samples for Verification: For each type of metal finish required.
- D. Delegated Design Submittal: For louvers indicated to comply with structural performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed according to AMCA 500-L and Miami-Dade PA-201, PA-202, PA-203 by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified. Provide a NOA number for Miami-Dade testing compliance.
- F. Sample Warranties: For Manufacturers warranties.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain louvers and vents from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.
- B. Welding: Qualify procedures and personnel according to the following:
- C. Product Qualifications:
 - 1. Florida Building Code (FBC) High Velocity Hurricane Zones: Test Application Standard (TAS) 100(A)-95. Must also meet AMCA 540 and AMCA 550.
 - a. Test procedure for wind and wind-driven rain resistance and/or increased wind speed resistance of soffit ventilation strip and continuous or intermittent ventilation system installed at ridge area.
 - 2. Miami-Dade County Code Compliance Office: Checklist #0240 for the approval of louvers (including gable end louvers).
 - Louver shall be certified to FBC standards TAS 201 (Large Missile Impact), TAS 202 (Uniform Static Air Pressure) and TAS 203 (Cyclic Wind Loading). Must also meet AMCA 540.
 - 4. Louvers licensed to bear AMCA Certified Ratings Seal. Ratings based on tests and procedures performed in accordance with AMCA 500-L, AMCA 511, AMCA 540, and AMCA 550 and comply with AMCA Certified Ratings Program. AMCA Certified Ratings Seal applies to air performance and water penetration ratings.
 - 5. Louvers shall be factory engineered to withstand the specified seismic loads.
 - a. Minimum design loads shall be calculated to comply with ASCE 7, or local requirements of Authority Having Jurisdiction (AHJ).

- 6. AWS D1.2/D1.2M, "Structural Welding Code Aluminum."
- D. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.8 WARRANTY

- A. Manufacturer shall provide standard limited warranty for louver systems for a period of one year from date of installation, no more than 18 months after shipment from manufacturing plant. When notified in writing from the Owner of a manufacturing defect, manufacturer shall promptly correct deficiencies without cost to the Owner.
- B. Manufacturer shall provide 20 year limited warranty for (KYNAR) floropolymer-based finish on extruded aluminum substrates.
 - 1. Finish coating shall not peel, blister, chip, crack or check.
 - Chalking, fading or erosion of finish when measured by the following tests:
 - a. Finish coating shall not chalk in excess of 8 numerical ratings when measured in accordance with ASTM D4214.
 - b. Finish coating shall not change color or fade in excess of 5 NBS units as determined by ASTM D2244 and ASTM D822.
 - c. Finish coating shall not erode at a rate in excess of .01 mils/year as determined by Florida test sample.

PART 2 - PRODUCTS

2.

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. Ruskin Company.
 - 2. Greenheck
 - 3. Substitutions: in accordance with 008200 special conditions.

2.2 MIAMI-DADE COUNTY APPROVED STATIONARY LOUVER

- A. Model: HZ850 horizontal blade louver <u>(louvers with visible vertical blades are not acceptable)</u> as manufactured by Ruskin Company.
 - 1. Miami-Dade County, Florida Notice of Acceptance Number: 14-0918.06.
- B. Fabrication: Extruded aluminum stationary louver style. Provide AMCA 550 rating with either a double louver assembly or assembly with manufacturer's recommended damper is acceptable.
 - 1. Frame:
 - a. Frame Depth: 8 inches (152 mm).
 - b. Wall Thickness: 0.095 inch (2.4 mm), nominal.

- c. Material: Extruded aluminum, Alloy 6063-T5.
- 2. Fasteners: Use types and sizes to suit unit installation conditions.
 - a. Use hex-head or Phillips pan-head screws for exposed fasteners unless otherwise indicated.
 - b. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners. Post installed Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal to 4 times the loads imposed, for concrete, or 6 times the load imposed, for masonry, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
- 3. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- 4. Blades:
 - a. Style: Vertically mounted blades (rear section) <u>horizontally mounted blades (front</u> <u>section)</u>
 - b. Material: Extruded aluminum, Alloy 6063-T5.
 - c. Wall Thickness: 0.062 inch (1.6 mm), nominal.
 - d. Centers: 0.75 inches (19 mm), nominal.
- 5. Sill: Sill Flashing: Formed aluminum, 0.063 inch (1.6 mm), upturned sides to prevent water leakage.
- 6. Minimum assembly size: 12 inches (305 mm) length by 12 inches (305 mm) high.
- 7. Maximum assembly size: Unlimited length by 96 inches (3048 mm) high.
- C. Design Load:
 - 1. Designed Windload: +150 PSF (7.18 kPa) and -150 PSF (-7.18 kPa).
 - 2. Designed Windload: Per Code.
 - 3. Louvers shall be provided with rear mounted blade supports as required to comply with wind load criteria.
 - 4. Louvers shall be factory engineered to withstand the specified seismic loads.
 - a. Minimum design loads shall be calculated to comply with ASCE 7, or local requirements of Authority Having Jurisdiction (AHJ).

2.3 ACCESSORIES

- A. Bird Screen:
 - 1. Aluminum: Aluminum, 5/8 inch by 0.040 inch (16 mm by 1 mm), expanded, flattened.
 - 2. Frame: Removable, rewireable.
- B. Visible Mullions: Manufacturer's standard horizontal or vertical visible mullions for architectural accent as indicated on drawings.

2.4 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. 50 percent Floropolymer-Based Painted Finishes: Finish shall be applied at 1.2 mil total dry film thickness.

- 1. Coating shall conform to AAMA 2605. Apply coating following cleaning and pretreatment. Cleaning: AA-C12C42R1X.
- 2. Color for Fluoropolymer Coating:
- C. Color: Selected by Engineer from full range.

2.5 FABRICATION, GENERAL

- A. Assemble louvers in factory to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.
 - 1. Continuous Vertical Assemblies: Fabricate units without interrupting blade-spacing pattern.
 - 2. Horizontal Mullions: Provide horizontal mullions at joints unless continuous vertical assemblies are indicated.
- C. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.
- D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
 - 1. Frame Type: Channel, unless otherwise indicated.
- E. Include supports, anchorages, and accessories required for complete assembly.
- F. Provide vertical mullions of type and at spacings indicated, but not more than recommended by manufacturer, or 80" inches o.c., whichever is less.
 - 1. Exposed Mullions: Where indicated, provide units with exposed mullions of same width and depth as louver frame. Where length of louver exceeds fabrication and handling limitations, provide interlocking split mullions designed to permit expansion and contraction.
- G. Provide subsills made of same material as louvers or extended sills for recessed louvers.
- H. Join frame members to each other and to fixed louver blades with fillet welds concealed from view unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Repair finishes damaged by cutting, welding, soldering, and grinding. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.
- F. Protect unpainted galvanized and nonferrous-metal surfaces that will be in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- G. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Division 07 Section "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

- A. Test operation of adjustable louvers and adjust as needed to produce fully functioning units that comply with requirements.
- B. Clean exposed surfaces of louvers and vents that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- C. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- D. Restore louvers and vents damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Engineer, remove damaged units and replace with new units.

END OF SECTION 089000

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. <u>Paint all exterior wall, doors and frames surfaces except factory finished components and brick</u> <u>veneer</u>. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Steel.
 - 4. Galvanized metal.
 - 5. Exterior portland cement (stucco).
- B. Related Sections include the following:
 - 1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
 - 2. Division 09 Section "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 3. VOC content.

1.5 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Engineerural Painting Specification Manual" for products and paint systems indicated.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Engineer will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Engineer will designate items or areas required.
 - 2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Engineer at no added cost to Owner.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Sherwin-Williams Company (The). (Basis of Design and paint systems)
 - 2. Benjamin Moore & Co.
 - 3. Coronado Paint.
 - 4. Duron, Inc.
 - 5. Flex Bon Paints.
 - 6. Porter Paints.
 - 7. PPG Engineerural Finishes, Inc.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Engineer from manufacturer's full range.
- 2.3 BLOCK FILLERS
 - A. Block Filler, Latex, Interior/Exterior: MPI #4.
 - 1. SW-PreRite Int/Ext. Block Filler, B25W25

2.4 PRIMERS/SEALERS

- A. Primer, Alkali Resistant, Water Based: MPI #3.
 - 1. SW-Loxon Concrete & Masonry Primer, A24W8300 Series

2.5 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.
 - 1. SW-Kem Kromik Universal Metal Primer, B50 Series
- B. Primer, Galvanized: As recommended in writing by topcoat manufacturer.

099113 - Exterior Painting

1. SW-DTM Acrylic Primer-Finish, B66W1 Series

2.6 WATER-BASED PAINTS

- A. Latex, Exterior Semi-Gloss (Gloss Level 3): MPI #11.
 - 1. SW-A-100 Exterior Gloss Latex, A8W16 Series
- B. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.
 - 1. SW-Sher-Cryl HPA Gloss, B66W311

2.7 TEXTURED AND HIGH-BUILD COATINGS

- A. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.
 - 1. SW-Loxon Concrete & Masonry Primer, A24W8300 Series
- B. Intermediate Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.
- C. Textured Coating, Latex, Flat: MPI #42.
 - 1. SW-Ultra Crete Textured Masonry Topcoat, A44 Series
- D. Primer for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.
 - 1. SW-Loxon XP Exterior Flat Latex, A24 Series
- E. Intermediate Coat for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.
- F. Latex, Exterior, High Build: MPI #40.
 - 1. SW-Loxon XP Exterior Flat Latex, A24 Series

2.8 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces prior to repainting with complying materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Portland Cement Plaster: 12 percent.
- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Engineerural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.
- K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.
- 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Unless specifically noted otherwise in the specific Specification Sections above, paint the following work where exposed to view: Where painting is covered in other Specification Sections, coordinate with Contractor for determination of which subcontractor is to provide coatings.
 - a. Equipment, including panelboards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Metal doors and frames.
 - i. Concrete wall surfaces.
 - j. Cement plaster (stucco) wall surfaces.
 - k. Other miscellaneous components as directed by the Engineer.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Latex System:
 - a. Prime Coat: Latex, exterior, matching topcoat.
 - 1) SW-Loxon Concrete & Masonry Primer, A24W8300 Series
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - 2. High-Build Latex System: MPI EXT 3.1L, applied to form dry film thickness of not less than 10 mils .
 - a. Prime Coat: Alkali-resistant primer or as recommended in writing by topcoat manufacturer.
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series
 - b. Intermediate Coat: High-build latex (exterior)
 - c. Topcoat: High-build latex (exterior).
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series
- B. CMU Substrates:
 - 1. Latex System:
 - a. Prime Coat: Block filler, latex, interior/exterior, MPI #4.
 - 1) SW-PrepRite Int/Ext. Block Filler, B25W25
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - 2. Latex over Alkali-Resistant Primer System:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - 1) SW-Loxon Concrete & Masonry Primer, A24W8300 Series
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series

099113 - Exterior Painting

- c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
- 3. High-Build Latex System: MPI EXT 4.2K, applied to form dry film thickness of not less than 10 mils .
 - a. Prime Coat: Alkali-resistant primer or as recommended in writing by topcoat manufacturer.
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series
 - b. Intermediate Coat: High-build latex (exterior)
 - c. Topcoat: High-build latex (exterior).
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series
- C. Steel Substrates:
 - 1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Shop primer specified in Division 05 Section where substrate is specified.
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - 1) SW-Sher-Cryl HPA Gloss, B66W311 Series
 - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
 - 1) SW-Sher-Cryl HPA Gloss, B66W311 Series
- D. Galvanized-Metal Substrates:
 - 1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, galvanized metal[, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated].
 - 1) SW-Sher-Cryl HPA Gloss, B66W311 Series
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
 - 1) SW-Sher-Cryl HPA Gloss, B66W311 Series
- E. Plastic Trim Fabrication Substrates:
 - 1. Latex System:
 - a. Prime Coat: Primer, bonding, water based, MPI #17.
 - 1) SW-Adhesion Primer, B51W8050
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - 1) SW-A-100 Exterior Gloss Latex, A8W16 Series
 - c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

099113 - Exterior Painting

- 1) SW-A-100 Exterior Gloss Latex, A8W16 Series
- F. Stucco Substrates:
 - 1. Latex System:
 - a. Prime Coat: Latex, exterior, matching topcoat.
 - 1) SW-Loxon Concrete & Masonry Primer, A24W8300 Series
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - 1) SW-A-100 Exterior Satin Latex, A82W510 Series
 - 2. High-Build Latex System: Dry film thickness not less than 10 mils (0.25 mm).
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Latex, exterior, high build, MPI #40.
 - 1) SW-Loxon XP Exterior Flat Latex, A24 Series

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. <u>Paint all interior surfaces including floors, walls and ceilings/exposed structure). Paint all exposed metal piping (color coded by system)</u>. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Steel (Including all exposed-to-view steel structure and framing).
 - 4. Galvanized metal (Including exposed-to-view metal deck and steel roof framing).
 - 5. Plaster.

B. Related Requirements:

- 1. Division 05 Sections for shop priming of metal substrates.
- 2. Division 09 Section "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:

- 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
- 2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Engineer will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.
 - b. Exposed-to-view structural surfaces: Provide samples of at least 100 sq. ft.
 - c. Other Items: Engineer will designate items or areas required.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Engineer at no added cost to Owner.
 - 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - 5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Sherwin-Williams Company (The). (Basis of Design and paint systems)
 - 2. Benjamin Moore & Co.
 - 3. Coronado Paint.
 - 4. Duron, Inc.
 - 5. Flex Bon Paints.
 - 6. Porter Paints.
 - 7. PPG Engineerural Finishes, Inc.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Dry-Fog (Powder-Coat) Coatings: 400 g/L.
 - 4. Primers, Sealers, and Undercoaters: 200 g/L.
 - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - 7. Pretreatment Wash Primers: 420 g/L.
 - 8. Floor Coatings: 100 g/L.
- D. Colors: As selected by Engineer from manufacturer's full range.
 - 1. 20 percent of surface area will be painted with deep tones.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4. SW-PreRite Int/Ext. Block Filler, B25W25

2.4 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50. SW-ProMar 200 Int. Latex Primer, B28W8200
- B. Primer, Alkali Resistant, Water Based: MPI #3. SW-Loxon Concrete & Masonry Primer, A24W8300 Series

2.5 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: MPI #107. SW-Pro Industrial Pro-Cryl Universal Primer, B66W00310
- B. Primer, Galvanized, Water Based: MPI #134. SW- DTM Acrylic Primer-Finish, B66W1 Series

2.6 WATER-BASED PAINTS

- A. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54. SW-ProGreen 200 Int. Latex Semi-Gloss, B31W00651 Series
- B. Latex, Interior, Gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees): MPI #114. SW-Pro Industrial Mult-Surface Acrylic Gloss, B66W00501 Series
- C. Light Industrial Coating, Interior, Water Based, Semi-Gloss (Gloss Level 5): MPI #153. SW-Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46W00151 Series
- D. Textured Coating, Latex, Flat: MPI #42. SW-UltraCrete Textured Masonry Topcoat, A44 Series
- E. Intermediate Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer. SW-Loxon Concrete & Masonry Primer, A24W8300 Series
- F. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer. SW-Loxon Concrete & Masonry Primer, A24W8300 Series

2.7 TEXTURED COATING

- A. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer. SW-Loxon Concrete & Masonry Primer, A24W8300 Series
- B. Intermediate Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer. SW-Loxon Concrete & Masonry Primer, A24W8300 Series
- C. Textured Coating, Latex, Flat: MPI #42. SW-UltraCrete Textured Masonry Topcoat, A44 Series

2.8 DRY FOG/FALL COATINGS

A. Dry Fall, Water Based, for Galvanized Steel, Flat (Gloss Level 3): MPI #133. SW-Waterborne Acrylic Dryfall, B42 Series

2.9 FLOOR COATINGS

- A. Stain, Interior, for Concrete Floors: MPI #58. SW-H&C Silicone Acrylic Concrete Sealer, 10.10401
- B. Sealer, Water Based, for Concrete Floors: MPI #99. SW-H&C Concrete & Masonry Waterproofing Sealer, 150.043054
- C. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60. SW-ArmorSeal Tred Plex WB Floor Coating, B90W111 Series

2.10 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces prior to repainting with complying materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent..
 - 3. Plaster: 12 percent.
- C. Plaster Substrates: Verify that plaster is fully cured.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Engineerural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Aluminum Substrates: Remove surface oxidation.
- I. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

- 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Unless specifically noted otherwise in the specific Specification Sections above, paint the following work where exposed to view: Where painting is covered in other Specification Sections, coordinate with Contractor for determination of which subcontractor is to provide coatings.
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Uninsulated ductwork and equipment
 - e. Pipe hangers and supports.
 - f. Metal conduit.
 - g. Plastic conduit.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - i. Other items as directed by Engineer.
 - 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible.

3.4 FIELD QUALITY CONTROL

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

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Latex System:
 - a. Prime Coat: Latex, interior, matching topcoat. MPI #3 SW-Loxon Concrete & Masonry Primer, A24W8300 Series
 - b. Intermediate Coat: Latex, interior, matching topcoat. MPI #52 SW-ProGreen 200 Int. Eg-Shel, B20W00651 Series
 - c. Topcoat: Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54. SW-ProGreen 200 Int. Latex Semi-Gloss, B31W00651 Series
- B. Concrete Substrates, Traffic Surfaces:
 - 1. Latex Floor Enamel System:
 - a. Prime Coat: Floor paint, latex, low gloss (maximum Gloss Level 3), MPI #60. SW-ArmorSeal Tred Plex WB Floor Coating, B90W111 Series
 - b. Intermediate Coat: Floor paint, latex, low gloss (maximum Gloss Level 3), MPI #60. SW-ArmorSeal Tred Plex WB Floor Coating, B90W111 Series
 - c. Topcoat: Floor paint, latex, low gloss (maximum Gloss Level 3), MPI #60.
 SW-ArmorSeal Tred Plex WB Floor Coating, B90W111 Series.
- C. CMU Substrates:
 - 1. Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4. SW-PrepRite Int/Ext. Block Filler, B25W25
 - b. Intermediate Coat: Latex, interior, matching topcoat. SW-ProGreen 200 Int. Eg-Shel, B20W00651 Series
 - c. Topcoat: Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54. SW-ProGreen 200 Int. Latex Semi-Gloss, B31W00651 Series
- D. Steel Substrates:
 - 1. Latex over Alkyd Primer System:
 - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79 or primer, alkyd, quick dry, for metal, MPI #76. SW-KemKromik Universal Metal Primer, B50 Series
 - b. Prime Coat: Shop primer specified in Division 05 Section where substrate is specified.
 - c. Intermediate Coat: Latex, interior, matching topcoat. SW-ProGreen 200 Int. Latex Semi-Gloss B31W200651 Series
 - d. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54. SW-ProGreen 200 Int. Latex Semi-Gloss B31W200651 Series
 - 2. Water-Based Dry-Fall System: MPI INT 5.1C.
 - a. Prime Coat: Alkyd anticorrosive metal primer. (SW B50Z series) MPI #79 SW-KemKromik Universal Metal Primer, B50 Series
 - b. Topcoat: Waterborne dry fall. (SW B42W1)
 MPI #133 SW-Waterborne Acrylic Dryfall, B42 Series
- E. Galvanized-Metal Substrates:
 - 1. Water-Based Dry-Fall System: MPI INT 5.3H.
 - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79 or primer, alkyd, quick dry, for metal, MPI #76. SW-KemKromik Universal Metal Primer, B50 Series
 - b. Prime Coat: Shop primer specified in Division 05 Section where substrate is specified.

c. Topcoat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1), MPI #133. SW-Waterborne Acrylic Dryfall, B42 Series

END OF SECTION 099123

SECTION 23 00 00 – MECHANICAL GENERAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This is a Basic Mechanical Requirements Section. Provisions of this section apply to work of all Division 23 sections.
- C. Review all other contract documents to be aware of conditions affecting work herein.

1.2 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
 - 1. CPVC: Chlorinated polyvinyl chloride plastic.
 - 2. PE: Polyethylene plastic.
 - 3. PVC: Polyvinyl chloride plastic.
- G. The following are industry abbreviations for rubber materials:
 - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
 - 2. NBR: Acrylonitrile-butadiene rubber.
- H. <u>Provide</u>: Furnish and install, complete and ready for intended use.
- I. <u>Furnish</u>: Supply and deliver to project site, ready for subsequent requirements.
- J. <u>Install</u>: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

- K. <u>Verification of Owner's Data</u>: Prior to commencing any work the Contractor shall satisfy himself as to the accuracy of all data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, he shall immediately notify the Engineer in order that proper adjustments can be anticipated and ordered. Commencement by the Contractor of any work shall be held as an acceptance of the data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.
- L. <u>Delivery and Storage of Materials</u>: Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.
- M. Extent of work is indicated by the drawings, schedules, and the requirements of the specifications. Singular references shall not be constructed as requiring only one device if multiple devices are shown on the drawings or are required for proper system operation.

1.3 FIELD MEASUREMENTS AND COORDINATION:

- A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the drawings or in any section of the specifications.
- B. Verify all field dimensions and locations of equipment to insure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.
- C. Coordinate work in this division with all other trades in proper sequence to insure that the total work is completed within contract time schedule and with a minimum cutting and patching.
- D. Locate all apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others.
- E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. <u>Cut no structural members without written approval.</u>
- F. Carefully examine any existing conditions, piping, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor's responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued to resolve discrepancies.
- G. Because of the small scale of the drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate piping, ductwork, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without such verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or piping cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.6 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code-Steel."
- B. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
- C. The design and layout shown on the drawings are based on the Manufacturers listed in the Division 23 specifications. If equipment other than that of the Manufacturers indicated is submitted to the Engineer for consideration as an equal, it shall be the responsibility of the Manufacturer requesting approval to submit with the request a revised drawing(s) of the mechanical equipment layouts acceptable to the Engineer. These revised drawings shall show the proposed location(s) of the alternate unit(s) and the area required for withdrawal space of replacement or serviceable components. These drawings shall also show clearances of adjacent equipment and the service area required by that equipment.
- D. Equipment Selection: Equipment of differing electrical characteristics, physical dimensions and/or weights, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical, electrical, structural, and architectural services (such as circuit breakers, conduit, motors, bases, equipment pads, and equipment spaces) are adjusted by the contractor accordingly. The additional costs resulting from these modifications shall be the responsibility of the Contractor and no costs resulting from these modifications shall be passed to the Owner. If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.

1.7 COORDINATION

- A. Coordinate mechanical equipment installation with other building components.
- B. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning before closing in building.
- C. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

PART 2 - PRODUCTS

2.1 Equipment and Materials:

- A. Shall be new and the most suitable grade for the purpose intended. Equipment furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar units or equipment.
- B. Each item of equipment shall bear a name plate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

- C. The label of the approving agency, such as UL, IBR, ASME, ARI, AMCA, by which a standard has been established for the particular item shall be in full view.
- D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer's latest design.
- E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.
- F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.
- G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products, or the particular products of named manufacturers, meet the detailed specifications and that size and arrangement of equipment are suitable for installation.
- H. <u>Model Numbers</u>: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the contractor's convenience. The contractor shall determine the actual model numbers for ordering materials in accordance with the written description of each item and with the intent of the drawings and specifications.

PART 3 - EXECUTION

- 3.1 <u>Workmanship</u>: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Engineer.
- 3.2 <u>Coordination</u>:
 - A. The Contractor shall be responsible for full coordination of the mechanical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for piping, ductwork, or other equipment passing through slabs or walls.
 - B. Any additional steel supports required for the installation of any mechanical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.
 - C. It shall be the Contractor's responsibility to see that all equipment such as valves, dampers, filters and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.
 - D. All connections to fixtures and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.
 - E. The contractor shall protect equipment, material, and fixtures at all times. He shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.
- F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.
- G. Start of work will be construed as acceptance of suitability of work of others.
- 3.3 <u>Interruption of Service</u>: Before any equipment is shut down for disconnecting or tie-ins, arrangements shall be made with the Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.
- 3.4 <u>Phasing</u>: Provide all required temporary valves, piping, ductwork, equipment and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.
- 3.5 <u>Cutting and Patching</u>: Notify General Contractor to do all cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under this section. Utilize experienced trades for cutting and patching. Obtain permission from Engineer before cutting any structural items.
- 3.6 <u>Painting</u>: Touch-up factory finishes on equipment located inside and outside shall be done under Division 23. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint, as required.
- 3.7 <u>Clean-up</u>: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.
- 3.8 <u>Start-up and Operational Test</u>: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, start-up shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in start-up check.
- 3.9 <u>Climate Control</u>: Operate heating and cooling systems as required after initial startup to maintain temperature and humidity conditions to avoid freeze damage and warping or sagging of ceilings and carpet.
 - A. <u>Record Drawings</u>:
 - 1. During the progress of the work the Contractor shall record on their field set of drawings the exact location, as installed, of all piping, ductwork, equipment, and other systems which are not installed exactly as shown on the contract drawings.
 - 2. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.
 - B. <u>Acceptance</u>:
 - 1. <u>Punch List</u>: Submit written confirmation that all punch lists have been checked and the required work completed.

2. <u>Instructions</u>: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for one day to instruct permanent operating personnel in operation of equipment and control systems. This is in addition to any specific equipment operation and maintenance training.

3.10 MECHANICAL DEMOLITION

- A. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
 - 1. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 2. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 3. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.11 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.
- 3.12 PAINTING
 - A. Do not paint piping specialties with factory-applied finish.
 - B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.
- 3.13 ERECTION OF METAL SUPPORTS AND ANCHORAGES
 - A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
 - B. Field Welding: Comply with AWS D1.1.
- 3.14 CUTTING AND PATCHING
 - A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of trades involved.
 - B. Repair cut surfaces to match adjacent surfaces.

END OF SECTION 23 00 00

February 20, 2015

fSECTION 23 00 00.01 – CODES AND STANDARDS

PART 1 – GENERAL

- 1.1 All work under Division 23 shall be constructed in accordance with the codes listed herein. The design has been based on the requirements of these codes; and while it is not the responsibility of the Contractor to verify that all work called for complies with these codes, he shall be responsible for calling to the Engineer's attention any details or specifications that are not in conformance with these or other codes.
- 1.2 Comply with regulations and codes of suppliers of utilities.
- 1.3 Where no specific method or form of construction is called for in the contract documents, the Contractor shall comply with code requirements when carrying out such work.
- 1.4 Where code conflict exists, generally the most restrictive requirement applies. Comply with current code edition, unless noted.
- 1.5 Codes or standards applying to a specific part of the work may be included in that section.

PART 2 - CODES

- A. 2010 Florida Building Code.
- B. National Electric Code (NFPA 70).
- C. Life Safety Code (NFPA 101).
- D. Air Conditioning and Ventilating Systems (NFPA 90A).
- E. Standard for the Installation of Sprinkler Systems (NFPA 13).
- F. Handicapped Accessibility, ANSI A117.1 and Florida Statute Chapter 553, Part V.

PART 3 - STANDARDS

All mechanical materials, installation and systems shall meet the requirements of the following standards, including the latest addenda and amendments, to the extent referenced:

- A. Underwriters' Laboratories (UL)
- B. American National Standards Institution (ANSI)
- C. American Society of Testing Materials (ASTM)
- D. Air Conditioning and Refrigeration Institute (ARI)
- E. National Fire Protection Association (NFPA)
- F. National Electrical Manufacturers Association (NEMA)
- G. Sheet Metal and Air Conditioning Contractors' National Association SMACNA)
- H. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
- I. Air Movement and Control Association (AMCA)

END OF SECTION 23 00 00.01

SECTION 23 34 00.01 – ELECTRIC MOTORS

PART 1 - GENERAL

- 1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Section apply to work of this Section.
- 1.2 This section is a Division 23 Basic Mechanical Materials and Methods section, and is part of each Division 23 section making reference to motors specified herein.
- 1.3 <u>Extent of motors</u> required by this section is indicated on drawings and/or specified in other Division-23 sections.
- 1.4 Comply with the requirements of Division 26.
- 1.5 <u>UL Compliance</u>: Comply with applicable UL standards pertaining to motors.
- 1.6 <u>Approval Submittals</u>:
 - A. <u>Product Data</u>: Submit with Division-23 section using the motors, not as a separate submittal. Mark data sheet with arrows indicating product being supplied and list by unique descriptive name all motors to which each data sheet applies. Clearly indicate type, service factor, rpm, duty cycle, voltage, phase, nominal full load efficiency, power factor and insulation class. Field verify and coordinate mounting and frame requirements for matching the drive.
- 1.7 <u>O&M Data Submittals</u>: Submit a copy of approval submittals. Submit operation and maintenance data for <u>each type of motor</u>. Include these data in O&M Manual. Submit two copies of nameplate data sheet for each motor. One copy shall be included with the O&M Manual and a second copy shall be inserted in a waterproof pouch or bag and attached to the motor. Nameplate data sheets shall be typed or neatly printed and shall include all data on the motor nameplate plus a unique motor description such as "AHU-3 Fan Motor", "Distribution Pump #1" or similar description.

PART 2 - PRODUCTS

- 2.1 <u>Acceptable Manufacturers</u>: Subject to compliance with requirements, General Electric, Baldor, US Electric, or approved equal.
- 2.2 <u>General</u>:
 - A. Motors shall conform to applicable portions of NEMA Standard MG-1, Motors and Generators.
 - B. Motors shall be sized for the application such that when the driven equipment is operated at rated capacity the motor current will not exceed the full-load nameplate current. Service factor shall not be used in normal operation.
- 2.3 <u>Motor Design</u>:
 - A. <u>Integral Horsepower Motors</u>:

- 1. Motors shall be open drip-proof or totally enclosed fan cooled as shown on the drawings or listed in the Division 23 section requiring motors.
- 2. Motors shall be three phase, 60 hertz, nominal 1800 rpm, rated at 200 volts for 208 volt systems, 230 volts for 240 volt systems and 460 volts for 480 volt systems.
- 3. Motors shall be NEMA Design B and shall have 1.15 service factor or greater at 60 hertz.
- 4. Insulation Systems
 - a. In fixed speed applications, motors shall have Class B insulation with 80°C rise over 40°C ambient.
 - b. For variable frequency drive (VFD) applications, motors shall have Class F insulation with 105°C rise over 40°C ambient. Motor manufacturer shall identify motors being used for VFD applications by marking the motor with a stainless steel name-plate "Inverter Duty". Motors shall be provided with one set of thermostatic sensors.
- 5. Motor efficiencies shall be based on IEEE-112, 1984, Test Method B, as specified in NEMA Standard MG1-12.53. NEMA motor efficiency and power factor shall be clearly shown on the motor nameplate. Inverter duty motors shall have a CIV rating based on NEMA.
- 6. Motors shall be premium efficiency type and shall meet or exceed the following minimum nominal efficiencies at rated voltage.

HORSEPOWER RANGE	MINIMUM NOMINAL EFFICIENCY	MINIMUM ACCEPTABLE POWER FACTOR
1 to 2 hp	84.0 pct.	75.0 pct
3 to 5 hp	87.5 pct.	77.0 pct
7.5 hp	89.5 pct.	80.0 pct
10 hp	90.2 pct.	80.0 pct
15 hp	91.0 pct.	82.0 pct
20 to 25 hp	92.0 pct.	82.0 pct
30 hp	92.4 pct.	82.0 pct
40 to 50 hp	93.0 pct.	85.0 pct
60 hp	93.6 pct.	85.0 pct
75 hp	94.1 pct.	85.0 pct
100 to 125 hp	94.5 pct.	85.0 pct
150 to 200 hp	95.0 pct.	85.0 pct
over 200 hp	95.4 pct.	87.0 pct

230/460 VOLT, 3 PHASE

HORSEPOWER	MINIMUM NOMINAL EFEICIENCY	MINIMUM ACCEPTABLE POWER FACTOR
1 to 2 hp	84.0 pct.	75.0 pct
3 to 5 hp 7.5 hp	87.5 pct. 89.5 pct.	77.0 pct 80.0 pct
10 hp 15 hp	90.2 pct. 91.0 pct.	80.0 pct 80.0 pct
20 to 25 hp	92.0 pct.	80.0 pct

- 7. Motors 25 hp and larger which are to be installed outdoors or in other high humidity areas shall be equipped with silicone rubber space heaters. Space heaters shall be energized when motor is de-energized.
- B. <u>Fractional Horsepower Motors one-half hp and above</u>:
 - 1. Motors shall be open drip-proof or totally enclosed fan cooled as shown on the drawings or listed in the Division 23 section requiring motors.
 - 2. Motors shall be three phase, 60 hertz, nominal 1800 rpm, rated at 200, 230 or 460 volts as shown on the drawings.
 - 3. Motors shall be NEMA Design B with class B insulation, unless used with variable frequency drives.
- C. Fractional Horsepower Motors less than one-half hp:
 - 1. Motors shall be single phase, 60 hertz, rated at 120 volts with integral thermal protection.
- 2.4 <u>Overload Protection</u>: Properly sized overload protection shall be provided for each motor. This protection may be an integral part of the motor or may be part of the motor controller and shall interrupt each ungrounded conductor.

PART 3 - EXECUTION

3.1 <u>Motor Size and Location</u>:

- Size and location of motors shown on the drawings are based on a particular design and may change with a different manufacturer. Submittal of shop drawings or product literature indicating motor sizes or locations different from that designed indicates that Contractor has fully coordinated any required changes to the electrical system with other trades. Approval (if made) is on this basis and no additional cost will be allowed for any changes.
- 2. Contractor shall verify and make any necessary adjustments to electrical service, branch circuit wiring, branch circuit protection, overload protection, disconnect and controller

(starter), or VFD based on actual nameplate data of the motors supplied prior to installation. Where applicable, connect motor winding thermostat to VFD.

- 3.2 <u>Motor Voltages</u>: Contractor shall field verify system voltage prior to ordering or installing any motors. Submittal of shop drawings or product literature indicating motor voltages indicates that Contractor has fully coordinated the motor with the electrical system and that any discrepancies have been resolved. Approval (if made) is on this basis and no additional cost will be allowed for any changes.
- 3.3 <u>Motor Mounting</u>: Adjust motor mounting as required to adjust the drive train for proper belt operation and to accommodate sheave changes or other requirements of the test and balance work.

END OF SECTION 23 34 00.01

SECTION 23 34 23 - HVAC POWER VENTILATORS

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. Propeller fans.

1.3 PERFORMANCE REQUIREMENTS

- A. Project Altitude: Base fan-performance ratings on actual Project site elevations.
- B. Operating Limits: Classify according to AMCA 99.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Also include the following:
 - 1. Certified fan performance curves with system operating conditions indicated.
 - 2. Certified fan sound-power ratings.
 - 3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
 - 4. Material thickness and finishes, including color charts.
 - 5. Dampers, including housings, linkages, and operators.
 - 6. Roof curbs.
 - 7. Fan speed controllers.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

- 1. Roof framing and support members relative to duct penetrations.
- 2. Ceiling suspension assembly members.
- 3. Size and location of initial access modules for acoustical tile.
- 4. Ceiling-mounted items including light fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For power ventilators to include in emergency, operation, and maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Belts: One set(s) for each belt-driven unit.

1.8 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.
- C. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

1.9 COORDINATION

- A. Coordinate size and location of structural-steel support members.
- B. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 PROPELLER FANS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Carnes Company.
 - 2. Loren Cook Company.

- 3. PennBarry.
- B. Housing: Galvanized-steel sheet with flanged edges and integral orifice ring with baked-enamel finish coat applied after assembly.
- C. Steel Fan Wheels: Formed-steel blades riveted to heavy-gage steel spider bolted to cast-iron hub.
- D. Fan Wheel: Replaceable, cast- or extruded-aluminum, airfoil blades fastened to cast-aluminum hub; factory set pitch angle of blades.
- E. Fan Drive: Motor mounted in airstream, factory wired to disconnect switch located on outside of fan housing.
- F. Fan Drive:
 - 1. Resiliently mounted to housing.
 - 2. Statically and dynamically balanced.
 - 3. Selected for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation.
 - 4. Extend grease fitting to accessible location outside of unit.
 - 5. Service Factor Based on Fan Motor Size: 1.4.
 - 6. Fan Shaft: Turned, ground, and polished steel; keyed to wheel hub.
 - 7. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
 - a. Ball-Bearing Rating Life: ABMA 9, L₁₀ of 100,000 hours>.
 - 8. Pulleys: Cast iron with split, tapered bushing; dynamically balanced at factory.
 - 9. Motor Pulleys: Adjustable pitch for use with motors through 5 hp; fixed pitch for use with larger motors. Select pulley so pitch adjustment is at the middle of adjustment range at fan design conditions.
 - 10. Belts: Oil resistant, nonsparking, and nonstatic; matched sets for multiple belt drives.
 - 11. Belt Guards: Fabricate of steel for motors mounted on outside of fan cabinet.
- G. Accessories:
 - 1. Gravity Shutters: Aluminum blades in aluminum frame; interlocked blades with nylon bearings.
 - 2. Motor-Side Back Guard: Galvanized steel, complying with OSHA specifications, removable for maintenance.
 - 3. Wall Sleeve: Galvanized steel to match fan and accessory size.
 - 4. Weathershield Hood: Galvanized steel to match fan and accessory size.
 - 5. Weathershield Front Guard: Galvanized steel with expanded metal screen.
 - 6. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
 - 7. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
- H. Capacities and Characteristics:
 - 1. As indicated on design drawings.

2.2 MOTORS

- A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 23 34 00.01 "Electric Motors."
 - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- B. Enclosure Type: Totally enclosed, fan cooled.

2.3 SOURCE QUALITY CONTROL

- A. Certify sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install power ventilators level and plumb.
- B. Install units with clearances for service and maintenance.
- C. Label units according to requirements specified in Section 23 05 53 "Identification for HVAC Piping and Equipment."

3.2 CONNECTIONS

- A. Ground equipment per NEC and Division 26 requirements.
- B. Connect wiring according to NEC and Division 26 requirements.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. Verify that shipping, blocking, and bracing are removed.

- 2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
- 3. Verify that cleaning and adjusting are complete.
- 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
- 5. Adjust belt tension.
- 6. Adjust damper linkages for proper damper operation.
- 7. Verify lubrication for bearings and other moving parts.
- 8. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
- 9. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
- 10. Shut unit down and reconnect automatic temperature-control operators.
- 11. Remove and replace malfunctioning units and retest as specified above.
- C. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Adjust belt tension.
- C. Comply with requirements in Section 23 98 00 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.
- D. Replace fan and motor pulleys as required to achieve design airflow.
- E. Lubricate bearings.

END OF SECTION 23 34 23

This page intentionally left blank.

SECTION 26 00 05 - ELECTRICAL GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the electrical work as herein called for and shown on the Drawings. The work shall include but shall not be limited to the following:

Provide all power, lighting, fire alarm, intercom, telephone, communications, and other electrical systems for the project. Fully coordinate all electrical requirements of equipment being furnished by other Divisions under this construction contract. Each system shall be complete and fully functional.

The work covered by this division shall be performed by a Contractor with a current type "EC" license classification issued by the Florida Department of Business Regulation.

1.2 <u>Related Documents</u>:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.
- B. Provisions of this Section apply to work of all Division 26, 27 and 28 Sections.
- C. All control wiring for Divisions 23 and 25 shall be governed by Division 26 requirements. All control wiring shall be in conduit in compliance with the Specifications.
- D. Review all project Drawings to be aware of conditions affecting work herein.
- 1.3 <u>Definitions</u>:
 - A. <u>Provide</u>: Furnish, install, and test, complete and ready for intended use.
 - B. <u>Furnish</u>: Supply and deliver to project site, ready for subsequent requirements.
 - C. <u>Install</u>: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
- 1.4 <u>Permits and Fees</u>: Contractor shall purchase all necessary permits, meters, and pay for any inspections required for his work and pay all fees and charges incidental thereto.
- 1.5 <u>Verification of Owner's Survey Data</u>: Prior to commencing any excavation or grading the Contractor shall satisfy himself as to the accuracy of all survey data indicated on the Drawings and/or provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Engineer. Commencement by the Contractor of any excavation or upgrading shall be held as an acceptance of the survey data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said survey data.
- 1.6 <u>Delivery and Storage of Materials</u>: Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated in the Drawings, Schedules, and Specification. Singular references shall not be construed as requiring only one device if multiple devices are shown on the Drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

- A. The intent of the Drawings and Specifications is to obtain a complete and satisfactory installation. Separate divisional Drawings and Specifications shall not relieve the Contractor or Subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.
- B. Verify all field dimensions and locations of equipment to insure close, neat fit with other trades' work. Make use of all Contract Documents and approved shop drawings to verify exact dimension and locations. Do not scale electrical drawings; rely on dimensions shown on Engineerural or structural drawings.
- C. Coordinate work in this Division with all other trades in proper sequence to insure that the total work is completed within Contract time schedule and with minimum cutting and patching.
- D. Locate all equipment, materials, and apparatus symmetrical with Engineerural elements. Install to exact height and locations when shown on Engineerural drawings. When locations are shown only on mechanical drawings, be guided by Engineerural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined in the NEC.
- E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. <u>Cut no structural members without written approval from</u> <u>Engineer or Engineer</u>.
- F. Carefully examine any existing conditions, piping, and premises. Compare Drawings with existing conditions. Report any observed discrepancies. Written instructions will be issued by the Engineer to resolve discrepancies.
- G. Because of the small scale of the Drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and rooms dimensions and take actual measurements on the job. Locate material, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the Drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.
- H. Coordinate all equipment being supplied in other divisions to ensure proper electrical connections. Obtain full manufacturer's electrical information and coordinate with electrical system specified. Make adjustments prior to submitting electrical shop drawings. Mark on shop drawings necessary modifications due to equipment being supplied. Contractor shall be responsible for replacement and upgrade of electrical equipment if at time of completion, it is apparent that electrical requirements do not meet the electrical system's supply.
- I. Verify all ceiling clearances prior to ordering panelboards and switchboards. Dimensioned drawings are required for all electrical rooms showing actual plan and elevation layouts. Any equipment ordered prior to verifying that it will fit, will be returned at the contractor's expense. Coordinate panelboard and switchboard locations with structural members, beams and column foundations.
- J. Coordinate location of electrical equipment with pipes and duct work being supplied by other Divisions. The equipment space included all referenced NEC clearances shall be maintained.

If any pipes or duct work violate any electrical clearance requirements, it shall be removed and relocated at the contractor's expense. Drip pans are not permitted unless specifically called for in the construction documents.

- K. <u>Guarantee and Service</u>:
 - The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner.
 - 2. In addition to the manufacturer's guarantee of each item, Contractor shall provide his standard guarantee after final acceptance and make good any defects of materials or workmanship occurring during this period without expense to the Owner.
 - 3. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond nor relieving Contractor of his responsibilities during guarantee period.

1.9 <u>Shop Drawings</u>:

- A. Before ordering any materials or equipment, and <u>within 30 days after the award of Contract the</u> <u>Contractor shall submit to the Engineer one complete schedule</u> showing the make, type, manufacturer's name and trade designation of all equipment.
 - 1. This schedule shall be accompanied by six (6) copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Engineer may require.
 - 2. When approved, such schedule shall be an addition to these Specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Engineer.
 - 3. Each shop drawing shall reference the Specification section.
 - 4. The submittal should reference any delivery/scheduling problems with the equipment being supplied.
 - 5. The submittal shall not contain any equipment and/or systems that have not been either listed in the construction documents or provided in an addendum as "approved for bidding". This formality may be waved by the Engineer, if in his opinion, it is to the Owner's benefit.
- B. If shop drawings show variation from the requirements of the Contract Documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract.
- C. Review of shop drawings, descriptive literature, catalog data, or schedules by the Engineer shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, descriptive literature, catalog data, or schedules.
- D. Submit shop drawings and any other drawings specifically called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other Sections and shall show space allotted for it. Include construction details and materials.
- E Submit product data after award of the Contract and before any equipment or materials are

purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

- F. Coordinate with other division's supplying equipment prior to submitting shop drawings.
- G. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections list manufacturers and "as-specified" or not. Each Specification Section shall be tabbed with equipment inserted.
- H. <u>Electrical Room Drawings</u>: A detailed, 1/4"=1'-0" scaled plan view drawing shall be submitted for each electrical room to ensure that the equipment being supplied will fit properly. Include on the drawings and obstruction from building structural or mechanical. Review all duct work and piping shop drawings to ensure proper clearance. Specific grounding requirements shall be noted on the drawings. This includes additional driven grounds and bonding to building steel, water piping, and foundation rebar. This drawing shall make specific mention of any NEC violation. Conduit and/or equipment placement shall take into account any structural or foundation interference. All equipment within the electrical room shall be labeled and actual dimensions shown. The drawings shall be submitted with the shop drawings and manufacturer's product sheets. *Failure to supply scaled drawings shall be the basis of rejecting the entire submittal package.*

PART 2 - PRODUCTS

2.1 All materials shall be new and unused, Owner-supplied, or reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following Sections.

2.2 Equipment and Materials

- A. Equipment and materials furnished under this Division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.
- B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.
- C. The label of the approving agency, such as UL or NEMA, by which a standard has been established for the particular item shall be in full view. Materials shall be UL-listed for the application specified or indicated on the Drawings or Specifications.
- D. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the Drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment are suitable for installation.
- E. <u>Model Numbers</u>: Catalog numbers and model numbers indicated in the Drawings and Specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and

with the intent of the Drawings and Specifications.

2.3 <u>Requests for Substitution</u>:

- A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.
- B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and at bid time the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be so stated on the request.
- C. Requests by Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.
 - 1. Required product cannot be supplied in time for compliance with Contract time requirements.
 - 2. Required product is not acceptable to governing authority, or determined to be noncompatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
 - 3. Substantial cost advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.
- D. All requests for substitution shall contain a "Comparison Schedule" and clearly and specifically indicate any and all differences or omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include but shall not be limited to data as follows for both the specified and substituted products:
 - 1. Principle of operation.
 - 2. Materials of construction or finishes.
 - 3. Thickness of materials.
 - 4. Weight of item.
 - 5. Deleted features or items.
 - 6. Added features or items.
 - 7. Changes in other work caused by the substitution.
 - 8. Performance and rating data.

If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor's expense.

2.4 <u>Prior Approval</u>: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after the award of the bid for equipment that has not been Prior Approved is subject to immediate rejection. Any Engineering time required due to equipment that has not been Prior Approved is subject to billing charged directly to the contractor at the Engineer's current billing rate.

PART 3 - EXECUTION

3.1 <u>Workmanship</u>: All materials, fixtures, and equipment shall be installed and completed in a firstclass workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Engineer.

3.2 <u>Coordination</u>

- A. The Contractor shall be responsible for full coordination of the electrical systems with shop drawings of the building construction so the proper openings and sleeves or supports etc., are provided for conduit, devices, or other equipment passing through slabs or walls.
- B. Any additional steel supports required for the installation of any electrical equipment, etc., shall provided by the Contractor.
- C. It shall be the Contractor's responsibility to see that all equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the Drawings.
- D. All connections to fixtures and equipment shown on the Drawings shall be considered diagrammatic unless otherwise indicated by a specific detail on the Drawings. The actual connections shall be made to fully suit the requirements of each case and adequately provide for servicing.
- E. The Contractor shall protect equipment and fixtures at all times during storage and construction. He shall replace all equipment and fixtures, which are damaged as a result of inadequate protection. Any electrical equipment with electronic components shall be stored off-site in a climate controlled facility until the building conditions are suitable for installation. Any equipment damaged or compromised by unprotected climate control, in the opinion of the Engineer, shall be replaced at contractor's cost with factory new equipment.
- F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions, which will prevent satisfactory installation.
- G. Start of work will be construed as acceptance of suitability of work of others.
- H. The Contractor shall review all equipment being supplied by other divisions prior to ordering electrical equipment. Any conflicts between equipment being supplied and the electronic requirements on the drawings shall be corrected and incorporated into the electrical submittals prior to ordering equipment. Installation of the electrical system is the contractor's acceptance of equipment requirements. Any conflict with equipment's electrical requirements after electrical system has been installed shall be the responsibility of the contractor to make corrective action. Any corrective action shall be at the contractor's expense.
- 3.3 <u>Utilities Coordination</u>: The Contractor shall meet with respective personnel of the telephone, cable TV and electric utilities and review all details of the service and distribution. All details shown on contract documents shall be verified for adequacy and accuracy. The Contractor shall incorporate any required revisions without additional cost to the Owner.
- 3.4 <u>Construction Electrical Utilities</u>: Provide all temporary wiring for power and light required for

construction purposes and remove such temporary wiring when use is no longer required. The contractor shall be responsible to provide all cabinets, meter enclosures and conduit required by the local utility for the permanent electrical service.

- 3.5 <u>Interruption of Service</u>: Before any equipment is shut down for disconnecting or tie-ins, arrangements shall be made with the Engineer and this work shall be done at the time best suited to the Owner. Outages must be scheduled through the Engineer. The Engineer shall review extent, length, and timing of outages. Services shall be restored the same day. Provide temporary power or other services as required during outages.
- 3.6 <u>Cutting and Patching</u>: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Obtain permission from Engineer before cutting any structural items.
- 3.7 <u>Equipment Setting</u>: Bolt equipment directly to concrete pads or foundations, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment. All floor mounted equipment shall be provided with an 4" housekeeping pad.
- 3.8 <u>Painting</u>: Touch-up factory finishes on equipment located inside and outside shall be done under Division 26. Obtain matched color coatings from the manufacturer and apply as directed by manufacturer. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint, as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the contractor.
- 3.9 <u>Clean-up</u>: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean and leave premises free from debris and in a safe condition.
- 3.10 <u>Start-up and Operational Test</u>: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, a qualified representative of the manufacturer shall do start-up. Alignment, lubrication, safety, and operating control shall be included in start-up check.
- 3.11 <u>Record Drawings</u>:
 - A. During the progress of the work the Contractor shall record on their field set of Drawings the corrections, variations, and deviations for systems which are not installed exactly as shown on the Contract Drawings.
 - B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 Sections.
- 3.12 <u>Certificate of Occupancy:</u>

Following items are required for issue of Certificate of Occupancy. These shall be provided at or before of Substantial Completion Inspection:

- A. Provide certification that asbestos containing products were not used in the project.
- B. Fire Alarm Certification. In addition, the documentation shall contain witnessed accounts of the shut-down of electrical and mechanical equipment and the operation of fire doors as required by Code and the Construction Documents.
- C. Provide certification that the Intercommunications System is fully operational (If applicable).
- D. Provide certification that all emergency lights and exit signs are operational.

E. Provide certification that all selective protective devices have been set according to the coordination study/recommendations including all ground fault selections.

3.13 ACCEPTANCE

- A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.
- B. <u>Punch List</u>: Submit written confirmation that all punch lists have been checked and the required work completed. The contractor at the Engineer's current billing rate shall pay for additional field time required by the Engineer to report or check on past punch list deficiencies.
- C. <u>Instructions</u>: At completion of the work, provide a competent and experienced person who is thoroughly familiar with the project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.
- D. <u>Operation and Maintenance Manuals</u>: Furnish two complete manuals bound in ring binders and organized by system or section. Manuals shall contain:
 - 1. Detailed operating instructions and instructions for making minor adjustments.
 - 2. Complete wiring and control diagrams.
 - 3. Routine maintenance operations.
 - 4. Manufacturer's catalog data, service instructions, and parts list for each piece of operating equipment.
- E. <u>Control Diagrams</u>: Frame under plexi-glass and mount on equipment room wall. Include copy in O and M Manuals.
- F. Test together and separately to determine that:
 - 1. System is free from short circuits and other faults.
 - 2. Motor starter overload devices are sized correctly.
 - 3. Motors rotate correctly.
 - 4. All equipment operates correctly and as specified.
- G. <u>Warranties</u>: Submit copies of all manufacturers' warranties.
- H. <u>Record Drawings</u>: Submit "Record Drawings".
- I. Install engraved metal or plastic nameplates or tags on controls, panels, switches, starters, timers, and similar operable equipment, keyed by number to operating instructions. Dymo type labels are not acceptable. Must be mechanically fastened without the use of any adhesive.
- Acceptance will be on the basis of tests and inspections of the work. A representative of the firm, which performed the testing, shall be in attendance to assist during inspection.
 Contractor shall furnish necessary electricians to operate system, make any necessary adjustments and assist with final inspection.

END OF SECTION 26 00 05

SECTION 26 00 20 - CODES AND STANDARDS

PART 1 - GENERAL

- 1.1 All work under Divisions 26, 27 and 28 shall be constructed in accordance with the codes and standards listed herein. The design has been based on the requirements of these codes and standards. While it is not the responsibility of the Contractor to verify that all work called for complies with these codes and standards, he shall be responsible for calling to the Engineer's attention any details on the Drawings and/or Specifications that are not in conformance with these or other codes and standards. Current issue of code applies unless specifically noted otherwise.
- 1.2 Comply with regulations and codes of suppliers of utilities.
- 1.3 Where no specific method or form of construction is called for in the Contract Documents, the Contractor shall comply with code requirements when carrying out such work.
- 1.4 Where code conflict exists, generally the most stringent requirement applies.
- 1.5 Codes or standards applying to a specific part of the work may be included in that section.

PART 2 - CODES AND STANDARDS

- 2.1 <u>CODES</u>:
 - a. Florida Building Code, 2010
 - b. National Electrical Code (NFPA 70), 2011
 - c. National Electrical Safety Code (NESC)
 - d. Life Safety Code (NFPA 101)
 - e. Physically Handicapped (ANSI A117.1)
- 2.2 <u>STANDARDS</u>: All electrical materials, installation and systems shall meet the requirements of the following standards, including the latest addenda and amendments:
 - a. American National Standard Institutes (ANSI)
 - b. Illuminating Engineering Society (IES).
 - c. Institute of Electrical and Electronics Engineers (IEEE).
 - d. National Electrical Manufacturer's Associations (NEMA).
 - e. National Fire Protection Association (NFPA).
 - f. Occupational Safety and Health Act (OSHA).
 - g. Underwriter's Laboratories, Inc. (UL).

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 26 00 20

GULF COAST STATE COLLEGE CHILLER PLANT REPAIRS Panama City, Florida

This page intentionally left blank.

SECTION 26 00 40 - ALTERATIONS AND ADDITIONS TO EXISTING WORK

PART 1 - GENERAL

- 1.1 The provisions of this Section are in addition to the provisions of Division 1, Building Modifications.
- 1.2 Building will be occupied by owner during construction.

PART 2 - PERFORMANCE

- 2.1 General:
 - A. All necessary additions and alterations to existing work shall be included as required to provide and maintain a complete and proper electrical installation. As necessary, relocate existing electrical work so other trades can pursue their work and maintain building in service, when occupied.
 - B. The work shall include, but not be limited to, the following:
 - 1. Relocation of fixtures, pull-boxes, electrical ducts, and other similar items, to permit the installation of new equipment.
 - 2. Installation of new conduits, conductors, wiring, and wiring devices, in order to maintain temporary and permanent use of electrical facilities.
 - 3. Disconnection and reconnection of circuits as required for continued operation of services.
 - 4. Provision for the relocation of all mechanical work as required for proper installation of electrical work where not shown or specified in other sections or on other drawings.
 - 5. Repair or replace, as required, any damage due to the installation of the new electrical system in existing areas.
 - C. Unused, existing, surface mounted work shall be removed and concealed. Outlets shall be blanked off.
 - D. Existing work to be maintained shall be reconnected and shall have all outlets, boxes and devices accessible after completion of work by other trades.
 - E. Within NEC limitations, existing conduits may be reused after cleaning.
 - F. All new work in existing areas shall be exposed on walls in unfinished areas and concealed in finishes in finished areas. Where cutting and patching are required, finishes shall match existing surface finishes. In existing finished areas, all work shall be concealed in new finishes.
 - G. Consolidate existing and new building ground systems.
 - H. In general, all new work is intended to be concealed in finishes to be added under this project.
- 2.2 Existing Building Power Outages:

- A. All necessary power outages in existing and in renovated areas shall be at a time approved by Owner in writing and of shortest possible duration. Coordinate details with Engineer, who will assist in determining Owner's requirements, prior to work.
- B. Where portions of buildings are altered, and remainder of building continues in operation, temporary wiring shall be provided to maintain all necessary building functions. Provide all equipment, material, labor for a continuous functional system.
- 2.3 <u>Temporary Wiring for Remodeled Areas</u>:
 - A. Progress of the work will require temporary wiring installations to utilize a portion of the remodeled area. Wiring may not be the final, permanent installation, and shall be included, as necessary to supply required electrical function.
- 2.4 <u>Planning for Sequence of the Work:</u>
 - A. Electrical feeders, branch wiring, signal wiring, and other similar work as shown and specified shall be scheduled to correspond with the sequence of work necessary to demolish, remove and construct new work.
 - B. Close coordination in scheduling is required between the Owner, Contractor, and other trades to assure a smooth work flow with minimum interference and interruption to building power and communication systems.
- 2.5 <u>Openings in Existing Work</u>:
 - A. Provide cutting and patching of existing work as required. Verify exact locations and materials before performing work. Cutting of structural members and bearing walls shall not be done without written approval of the Engineer. Provide access covers were required to meet code requirements.
- 2.6 <u>Verification of Existing Work</u>:
 - A. Where shown on the Drawings, work which is "existing" is assumed to be in place and suitable for the necessary alterations and additions required. Contractor shall carefully field check these items and include alterations as may be necessary for proper installation and guarantee.
- 2.7 <u>Removal and Ownership of Existing Work</u>:
 - A. Unless noted otherwise, existing electrical work shall be removed. Parts of existing electrical systems that are required to maintain service after the alteration shall remain in service. Unless otherwise specified, all equipment and materials shall remain the property of the Owner except as that judged obsolete or unusable. The Engineer shall provide all final decisions about obsolete or unusable equipment.
 - B. Property of Owner shall be delivered to a location where directed by the Owner and all other items shall be promptly removed from the job site. The equipment shall be protected during demolition.
- 2.8 <u>Cutting of Concrete Materials</u>:
 - A. Holes for materials and supports shall be made with uniform speed rotation drilling equipment which does not provide effects associated with impact type equipment.

B. The use of impact drills, air drills, and the like is not acceptable for this project.

2.9 <u>Maintenance of Existing Lighting Systems and Electric Outlets:</u>

- A. Where new lighting layouts are not shown on the Drawings, the existing lighting fixtures and wiring controls shall be reused. If necessary, these items shall be temporarily removed (as light fixtures), if necessary, and shall be reinstalled where removed. New wiring from existing sources shall be provided where remodeling operations require. These items are not shown on the Drawings and shall be site determined by the Contractor.
- B. Where existing electrical outlets are located in areas of remodeling, these shall be maintained in service. This work is not shown on the Drawings and shall be site determined by the Contractor.
- 2.10 <u>Concealed Work</u>: Where required, provide accessed doors to make electrical devices accessible as required by the NEC. If impractical to install access doors, relocate existing electrical work so that access is not required. This shall include, but not limited to, adding additional conduit, pulling new wire, and adding junction boxes.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 26 00 40

This page intentionally left blank.

SECTION 26 05 90 - WORK REQUIRED FOR EQUIPMENT FURNISHED BY OTHER DIVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Division-26 Basic Electrical Materials and Methods Sections apply to work of this Section.
- C. Review all project drawings to be aware of conditions affecting work herein.

PART 2 - PRODUCTS

2.1 Materials for this section are specified in the Section "Basic Materials and Methods."

PART 3 - EXECUTION

- 3.1 Make connections for the electrical power to equipment furnished and installed in other Divisions.
- 3.2 Provide raceway boxes, fittings, devices and conductors for the electrical power to equipment furnished and installed in the other Divisions.
- 3.3 Coordinate wiring and conduit requirements with equipment being furnished prior to rough-in.
- 3.4 Verify voltage, phase, and current requirements for all equipment being supplied by other divisions. Any modifications shall be incorporated into the electrical submittals with references to any modification and reason. The electrical system is designed around the specified equipment. Any change in the equipment shall be coordinated so that proper electrical protection is obtained. In addition, if the supplied equipment has higher minimum circuit ampacity that the equipment specified, the contractor shall call the modification to the Engineer's attention and make necessary conduit, wire, circuit breaker and equipment changes to accommodate the higher ampacity requirements.
- 3.5 Any change from the specified equipment requirements shall be the responsibility of the contractor.
- 3.6 The electrical contractor shall meet with the Division 15 contractor and fully coordinate locations of mechanical equipment, duct work and piping to ensure that proper working clearance as required in the NEC is obtained. Any conflict shall be reported to the Engineer in writing prior to the installation of any of the equipment. Refer to additional requirements for planning drawings.
- 3.7 Coordinate exact locations and electrical rough-in requirements with other Divisions prior to installation to ensure proper clearances and code requirements are met.

END OF SECTION 26 05 90

This page intentionally left blank.