



TOWN OF TRUMBULL, CONNECTICUT
BOARD OF EDUCATION

REQUEST FOR PROPOSAL

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
190 PARK LANE
TRUMBULL, CONNECTICUT 06611

STATE PROJECT NO. 144-0104 EC/CV
S/P+A PROJECT NO. 18.031
RFP #6300

BC/PCR Submission: May 24, 2018
Issued for Bid: July 12, 2018

PREPARED FOR THE TOWN OF TRUMBULL BY:



Architects/Engineers/Interior Designers
Silver/Petrucelli + Associates, Inc.
3190 Whitney Avenue
Hamden, Connecticut 06518

WINDOW & ENTRANCE REPLACEMENT

JANE RYAN ELEMENTARY SCHOOL
190 PARK LANE
TRUMBULL, CT 06611
STATE PROJECT #144-0104 EC/CV
RFP #6300

S/P+A PROJECT NO. 18.031

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NOTICE TO PROPOSERS

TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV

Sealed proposals for the removal and replacement of windows and entrances at Jane Ryan Elementary School, 190 Park Lane, Trumbull, CT will be received at the Office of the Purchasing Agent, 5866 Main Street, Trumbull, Connecticut, on or before the date indicated above, at which time all proposals received will be opened and read aloud.

Bid documents are available from the Purchasing Department website www.trumbull-ct.gov and on the State Contracting Portal <http://dass.ct.gov/portal> and may be obtained (at a cost to you) from Digiprint, 909 Main Street, Stratford, CT 06615, and (203-375-1228).

The consulting Architect for this project is David Stein, Silver/Petrucelli + Associates, Hamden, CT (203-230-9007).

A non-mandatory, but highly encouraged pre-proposal meeting will be held on Wednesday July 25, 2018 at 9 am for interested parties at the school, 190 Park Lane, Trumbull, CT 06611.

Proposers shall comply with State mandated Prevailing Wage Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Proposal (Bid) Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Proposal. No oral, telephone or telegraphic responses shall be considered. A proposer may not withdraw a proposal within ninety (90) days of the proposal opening.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

In accordance with Connecticut General Statute Sections 4a-100 and 4b-91, a responsible bid must contain two (2) documents: The Contractor Prequalification Certificate and the Update (Bid) Statement. The classification DOORS AND WINDOWS is required as a minimum.

This contract is subject to state set-aside and contract compliance requirements.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

Kevin J Bova
Purchasing Agent

**TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM**

**JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV**

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for the **JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT** in the Town of Trumbull in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

A non-mandatory, but highly encouraged pre-proposal meeting will be held on Wednesday, July 25, 2018 at 9 am for interested parties at the school. 190 Park Lane, Trumbull, CT 06611.

1. PREPARATION FOR PROPOSALS

Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and Two (2) EXACT COPIES. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

Addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as “**JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT**”. The envelope shall bear on the outside the name of the proposer and address. No oral, Email, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened.

2. PROPOSAL SUBMISSION

- a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

RFP #6300 DUE: August 7, 2018 @ 2 pm
Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent
5866 Main Street, Trumbull CT 06611

- b) All Proposals must be made on the enclosed Proposal forms. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project and for the contractual period requested.

- c) Sealed Proposals for the work of this Contract will be received at the time and place indicated in the Notice to Proposers. The sealed proposal shall consist of the following completed forms:

Statement of Qualifications (including Schedules A-C)

Proposal Forms

Commission on Human Rights and Opportunities – Contract Compliance Regulations Notification to Bidders

Proposed Schedule of the Work

Bids that do not include all of the above forms shall be considered incomplete.

- d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number upon request

6. SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. INQUIRIES & ADDENDA

- a) All technical inquiries regarding this request may be directed to David Stein, Silver/Petrucelli + Associates, dstein@silverpetrucelli.com or Mark Deming, BOE Facilities Director, (203-452-4306) Mdeming@trumbullps.org. All other questions shall be directed to Kevin Bova, Purchasing Agent, (203-452-5042) Kbova@trumbull-ct.gov. No inquiries shall be responded to that are received after July 31, 2108 by close of business, 5:00pm.
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by addendum on the Town website as appropriate to all proposers.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) It is the sole responsibility of a proposer to verify any addenda that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addenda may result in a disqualification of a proposal submission.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

9. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) Applicable laws and regulations relating to State of Connecticut Prevailing Wages, employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The contractor shall be responsible for "Certified Statements of Compliance" regarding Prevailing Wages. Contractor shall also collect and

submit four (4) Certified "Statements of Compliance" from any sub-contractors. Prevailing Wage rates are either included in the initial bid documents or will be issued as an addendum (Once the State issues the Prevailing Wage summary to the Town).

11. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non-owned & rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees that Thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally, the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

12. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest; and public officials cannot circumvent the intent of this ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter.

13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a) A Bond payable to the Owner must accompany each Proposal for ten percent (10%) of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible Proposals. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
- b) A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

14. LIQUIDATED DAMAGES

- a) Non-compliance with the scheduled completion date of the Contract shall result in charges as follows:
 - 1) The Contractor shall pay liquidated damages of One Thousand Dollars (\$1,000.00) per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

15. LOWEST RESPONSIBLE PROPOSAL

- a) The Town shall determine the “lowest responsible qualified proposer” on the basis of the Proposer submitting the lowest “Total Proposal”, responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications.
- b) Proposals will be compared on the basis of the “Total Proposal” of the items listed in the Proposal and on basis of the Proposer’s experience and competence.
- c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the “lowest responsible qualified proposer”, the Town will issue a Notice of Award to the successful Proposer.
- d) The Proposer designated by the Town as the “lowest responsible qualified proposer” to whom the contract is awarded shall execute the Contract and submit the following documents:
 - 1) Performance Bond
 - 2) Labor, Payment and Materials Bond
 - 3) Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

16. MISCELLANEOUS

- a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion. BOE is asking it to be done before August 23, 2019.
- b) Selected proposer agrees to warranty all work completed for this requirement.
- c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.

17. STATE SET-ASIDE

- a) The contractor who is selected to perform this State project must comply with CONN. GEN.STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.
- b) State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. §4a-60g. (twenty-five percent (25%) of the work with DAS certified Small and Minority owned businesses and twenty-five percent (25%) of that work with DAS certified Minority, Women and/or Disabled owned business) The contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.
- c) Contractor will coordinate with the State directly for Commission on Human Rights & Opportunity Contract Compliance regulations (CHRO)
- d) For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

Must fill out : to CHRO **Forms and Reports For Construction Contractors**

- [Checklist for Contractors on Municipal Public Works Contracts](#)
- [Affirmative Action Plan Format](#) ***Rev. June 2018***
- [Set Aside Plan Format](#) ***Rev. June 2018***
- [Sample AA/EOE Policy Statement](#) ***Rev. March 2018***
- [Instructions for Filing Forms](#)
- [Minority Workforce Utilization Report \(CHRO CC257 AND CC 257a\)](#)
- [Cumulative Minority Workforce Utilization Report \(CHRO CC257b\)](#)
- [Small Contractor and MBE Status Report \(CC258a\)](#)
- [Monthly Materials Consumption Report \(CHRO CC259\)](#)
- [Map of CT Metropolitan Statistical Areas](#)
- [Links to maps for download in various formats](#)

18. AWARD AND AUTHORITY

The Purchasing agent from Town Hall on will issue notification of award in writing along with Standard contract and a Purchase order. THE TOWN RESERVES THE RIGHT TO ELIMINATE ANY OR ALL ALTERNATE ITEMS. LOW BIDDER WILL THEN BE BASED ON THE PROPOSAL OF REMAINING BASE BID.

19. PRICING

All prices quoted are to be firm for a period of three hundred and ninety (390) days following bid opening. Special Consideration will be given to responses with extended firm price dates. The Town and the BOE are always interested in any and all cost reduction opportunities. The Award will be made by the best value and qualified for the both schools.

Note each project Jane Ryan and Booth hill will be awarded separately according to the State regulations. One contract can be or may be awarded both projects.

TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV

STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____ Fax: _____ Cell: _____

Contractor's General Business Information

Check If: ____Corporation ____Partnership ____Joint Venture ____Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Officers

Name Title

If Partnership

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited other (describe)_____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).
3. Name of Surety Company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes____ No ____

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes____ No ____

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes____ No ____

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes____ No ____

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

10.If required, can your organization provide a bid bond for this project? Yes __ No __

11.What is your approximate total bonding capacity?

\$500,000 to \$2,000,000 _____

\$2,000,000 to \$5,000,000 _____

\$5,000,000 to \$10,000,00 _____

\$10,000,000 or more _____

12.Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

13.Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

Account Manager _____

Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

Notary Public Signature

Date Commission Expires

TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV

Experience

Schedule A: Prior Experience (Copy Additional Pages as Needed)

[illegible]

Schedule B: Current Experience (Copy Additional Pages as Needed)

[illegible]

Schedule C: Personnel (Copy Additional Pages as Needed)

[illegible]

**TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
RFP# 6300**

WINDOW & ENTRANCE REPLACEMENT

**JANE RYAN ELEMENTARY SCHOOL
STATE PROJECT NO. 144-0104 EC/CV**

**BOOTH HILL ELEMENTARY SCHOOL
STATE PROJECT NO. 144-0105 EC/CV
(Please RFP #6301 on Booth Hill)**

PROPOSAL FORM

Proposal of _____ (hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Engineering Department, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Proposals, Proposer hereby proposes for the **JANE RYAN & BOOTH HILL ELEMENTARY SCHOOLS WINDOW & ENTRANCE REPLACEMENT** project, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Proposal Schedule.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed", and to fully complete the Project within one hundred and twenty (120) consecutive calendar days thereafter.

Proposer further agrees that he will provide and sustain the required Bonds and Insurance Policies as required.

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the bidding.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer shall execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this proposal is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of proposals will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

Respectfully submitted,

Company Name

By (Signature)

Address –City-Town Zip

Print Name

Email

Title

Date

Telephone/Fax

(SEAL-if proposal is by a corporation)

Note: Insert Proposer's name. If a corporation, give the State of Incorporation using the phrase, "A corporation organized under the laws of

_____, composed of officers as follows:

President

Secretary

Vice President

Treasurer

If a partnership, give names of partners, using also the phrase, "co-partners trading and doing business under the firm name and style of _____, composed of partners as follows:

PROPOSAL FORM (continued)

(TO BE ON BIDDER'S LETTERHEAD)

To: Town of Trumbull
5688 Main Street
Trumbull, CT 06611

Project WINDOW & ENTRANCE REPLACEMENT PROJECTS
Jane Ryan Elementary School
190 Park Lane
State Project No. 144-0104 EC/CV
&
Booth Hill Elementary School
544 Booth Hill Road
State Project No. 144-0105 EC/CV
Trumbull, Connecticut

Date: _____

Submitted by: _____

(full name)

(full address)

1. OFFERS

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned,

himself/herself with the conditions present and carefully examined all the documents (including the Drawings and Specifications dated May 24, 2018), General Instructions, Bid Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Antinozzi Associates hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in accordance with said documents for the above-mentioned projects to the satisfaction of the Architect and Owner for the stipulated sum of

Jane Ryan ES Base Bid (in words) _____

Jane Ryan ES Base Bid (in figures) \$ _____

If awarded Both Schools Base Bid (in words) _____

If awarded Both Schools Base Bid (in figures) \$ _____

Enclosed herewith is the Bid Guaranty (ten percent (10%) of Base Bid minimum), which is in the form of:

() Bid Bond () Certified Check

All State of Connecticut taxes are excluded from the Bid Sum.

2. ACCEPTANCE

- a. This offer shall be open to acceptance for ninety (90) days from the Bid opening date.
- b. If this Bid is accepted by the Owner within the time period stated above, Undersigned will:

- 1) Execute this Agreement within ten (10) days of receipt of acceptance of this Bid.
- 2) Furnish the required bond(s) within ten (10) days of receipt of acceptance of this Bid.
- 3) Commence work within seven (7) days after written Notice to Proceed or Contract signing.
- c. If this Bid is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this bid and the amount for which the contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.
- d. In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. **CONTRACT TIME**

If this Bid is accepted, the Undersigned will complete all the work per the contract documents and shall receive satisfactory inspection by the appropriate municipal and state entities within **ninety (90) calendar days** from Notice to Proceed. It is additionally understood that liquidated damages, in the amount of **One Thousand Dollars (\$1,000.00) per calendar day**, will be assessed for failure to complete the project within the above time period. This Bid proposal is valid for three hundred ninety (390) days from the day of the opening of the bid(s).

4. **CHANGES TO THE WORK**

Equitable adjustments for Changes in the Work will be net cost plus a percentage feed in accordance with the General Conditions. Using AIA change orders.

5. **ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # _____, _____, _____, _____, _____

6. **ALTERNATES**

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

- a. Add Alternate No.1: Roller Window Shades:

ADD TO THE BASE BID THE SUM OF \$ _____

THE TOWN/BOE RESERVES THE RIGHT TO ELIMINATE ANY OR ALL-ALTERNATE ITEMS. LOW BIDDER WILL THEN BE BASED ON THE PROPOSAL OF REMAINING BASE BID AND/OR EITHER ALTERNATE.

7. **UNITS PRICES**

- a. Add pressure treated wood blocking, as specified, cut to fit around structure and systems and installed
\$ _____ BF
- b. Deduct pressure treated wood blocking, as specified, cut to fit around structure and systems and installed
\$ _____ BF
- c. Small containment preparation to enclose asbestos/PCB abatement areas (>160 SF/260 LF)
\$ _____ Containment
- d. Large containment preparation to enclose asbestos/PCB abatement areas (>160 SF/260 LF)
\$ _____ Containment
- e. Window and window/door system caulking, removal and disposal as ACM
\$ _____ LF
- f. Window and window/door system caulking, removal and disposal as ACM/PCB bulk product, mixed waste
\$ _____ LF
- g. Window glazing, removal and disposal as ACM/PCB bulk product, mixed waste (includes removal of entire window system – frame and glass)
\$ _____ Unit
- h. Cement board (transite) soffit, removal and disposal as ACM
\$ _____ SF

- i. Dampproofing, removal and disposal as ACM
\$ _____ SF
- j. Containment, PPE, cleaning of materials and supplies, waste generated during removal of PCB waste, removal and disposal as PCB remediation waste
\$ _____ 20-yd Container
\$ _____ 30-yd Container
\$ _____ 55-gallon Drum
- k. Dispose of lead painted waste as non-hazardous for lead as construction debris
\$ _____ CY (add)
\$ _____ CY (deduct)
- l. Dispose of lead painted waste as hazardous waste for disposal
\$ _____ CY (add)
\$ _____ CY (deduct)

BID FORM SIGNATURE(S)

The Corporate Seal

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Seal)

(Authorized signing officer)

(Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV

REFERENCES

(TO BE SUBMITTED WITH PROPOSAL – ATTACH ADDITIONAL PAGES AS NECESSARY)
LIST REFERENCES FOR SIMILAR SERVICES PROVIDED FOR AT LEAST FOUR (4) CLIENTS IN THE PAST FIVE (5)
YEARS (ATTACH ANY OTHER CLIENT REFERENCES IF DESIRED). PLEASE NOTE IT IS THE TOWN'S INTENT TO
COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 2:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 3:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 4:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s) _____

TOWN OF TRUMBULL
TRUMBULL PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
RFP# 6300 DUE: AUGUST 7, 2018 @ 2PM

JANE RYAN ELEMENTARY SCHOOL WINDOW & ENTRANCE REPLACEMENT
STATE PROJECT NO. 144-0104 EC/CV

THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS. (Copy Additional Pages as Needed)

PROPOSED SUBCONTRACTORS

If none, write "None" _____.

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

END OF PROPOSAL FORMS

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes___ No___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes___ No___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes___ No___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes___ No___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes___ No___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes___ No___	9. Does your company have a mandatory retirement age for all employees? Yes___ No___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes___ No___ NA___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA___
6. Does your company have a collective bargaining agreement with workers? Yes___ No___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

DRAFT AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

<>
< >

THE OWNER:

(Name, legal status and address)

< >< >
< >

THE ARCHITECT:

(Name, legal status and address)

< >< >
< >

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and

time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or

Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

1 PART 1 – GENERAL

1.1 RESPONSIBILITY FOR MEASUREMENT OF QUANTITIES

- A. The Contractors shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.2 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to their meaning, they shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding. No change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.3 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, Fifth Edition, 1997.

The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 **Make the following changes:**

- 3.1.1 **Delete** all but the first sentence.
- 3.2.2 **Delete the phrase** “at least seven days prior to the date for receipt of Bids” and insert “by date stipulated in General Instructions to Bidders”.
- 3.4.1 **Add the following:** "Addenda may be facsimile/electronically transmitted to all who are known to have received a complete set of bidding documents at the time of said facsimile/electronic transmission".
- 3.4.3 **Delete the phrase** "four days prior to the date for receipt" and insert "twenty-four (24) hours prior to the date and time for receipt".

ARTICLE 5 **Add the following:**

- 5.3.3 Contractors who have paid liquidated damages or penalties to an Owner for failing to comply with the schedule of any project in the last five (5) years are disqualified from this project, subject to an appeal to the Board of Education where the Contractor demonstrates that 1) subsequent to the project which resulted in penalties the Contractor completed two (2) similar projects or demonstrably similar projects in a timely fashion; and 2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the Owner to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the Owner, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Statement of Qualifications, as provided herein.

ARTICLE 6 Add the following:

- 6.1.1 The Owner will make investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

ARTICLE 7 Add the following:

- 7.3 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.
- 7.5 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 7.5.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and
 - 7.5.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 7.6.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 7.6.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 7.6.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

7.6.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

7.6.4 (a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

7.6.4 (b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

7.8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6; and

7.8.3 Late delivery penalties or if penalties are not specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7.9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

7.10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

- 7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 7.12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 7.13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.
- 7.14 Definitions.
- 7.14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 7.14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 7.14.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 7.14.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Add the following Articles:

ARTICLE 9

- 9.1 WATCHMAN: The employment of continuous watchman service to guard the property during any and all hours shall be at the discretion of the Contractor. However, the Contractor shall remove and restore all work or temporary structures damaged by fire, vandalism or similar acts at no extra cost to the Owner.
- 9.2 OVERTIME: The Contractor must include within their base price all overtime, nights, holidays and weekends as required to meet the Project Completion date.

- 9.3 PERMITS: The Contractor must obtain their own town and building permits at no additional charge to the Owner. Town of Trumbull permits can be obtained from the Town of Trumbull at a cost to the Contractor, including the State Education permit cost of \$0.26/\$1,000 value.
- 9.4 SUPERVISION: The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while workpersons are on site.
- 9.5 In accordance with CGS Secs. 4a-100 and 4b-91, a responsible bid that exceeds \$500,000 for this vertical building project must contain two (2) documents: **The Contractor Prequalification Certificate and the Update (Bid) Statement**. These two (2) documents must be submitted with the bid form. Contact the DAS Contractor Prequalification Unit at 860-713-5280 for more information. The classification **DOORS AND WINDOWS** is required as a minimum.

ARTICLE 10

- 10.1 BIDDERS REPRESENTATION: Each bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents.

The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

END OF SECTION

DRAFT AIA® Document A101™ – 2007

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

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«»
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

« »

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

« »

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

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

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

« »

Portion of Work

Substantial Completion Date

« »

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

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

« »

ARTICLE 4 CONTRACT SUM

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

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

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

« »

§ 4.3 Unit prices, if any:

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

Item

Units and Limitations

Price Per Unit (\$0.00)

« »

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

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

Item

Price

« »

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

« »

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

§ 5.2 FINAL PAYMENT

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

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

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

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

[☐] Litigation in a court of competent jurisdiction

[☐] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

« » % « »

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

« »
« »
« »
« »
« »
« »

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

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<< >>

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

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

<< >>

§ 9.1.4 The Specifications:

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

<< >>

Section	Title	Date	Pages

<< >>

§ 9.1.5 The Drawings:

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

<< >>

Number	Title	Date

<< >>

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

<< >>

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

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

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

<< >>

- 2 Other documents, if any, listed below:

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

« »

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

« »

Limit of liability or bond amount (\$0.00)

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

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

<< >>< >>
<< >>

THE ARCHITECT:
(Name, legal status and address)

<< >>< >>
<< >>

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions

of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of

Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

ARTICLE 1 Make the following changes:

- 1.1.3 **Add the following:** Asbestos material encountered in the existing structure of the Project, and its treatment or removal is a part of the Work. The disposition of such material will be the responsibility of the Contractor. The Contractor shall be required to take appropriate precautions for Workers performing tasks in asbestos environments, ie. Basements, pipe tunnels, etc.
- 1.2.3 **Add the following:** When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:
 - .1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit and ready for their intended use.
 - .2 The word "furnish" shall mean to secure, pay for, deliver to site, unload and uncrate materials and equipment.
 - .3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
 - .4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install...".
 - .5 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.
 - .6 Where discrepancies or conflicts occur:
 - .1 Amendments and Addenda shall take precedence over the Specifications.
 - .2 The Specifications shall take precedence over the Drawings.
 - .3 Stated dimensions shall take precedence over scaled dimensions.
 - .4 Large-scale detail drawings shall take precedence over small-scale drawings.
 - .5 Schedules shall take precedence over other data on the drawings.
 - .7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity or costlier work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.
 - .8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.

- .9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

Add the following:

- 1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner"; or "not in contract (NIC)".
- 1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

ARTICLE 2 Make the following changes:

- 2.3.6 **Revise to read as follows:** "Contractor shall be furnished up to three (3) sets of Contract Drawings and Specifications, and two (2) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires."

ARTICLE 3 Make the following changes:

Add the following:

- 3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.
- 3.5.3 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.
- 3.5.4 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.

3.5.5 Coincidental Product Warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.

3.5.6 Warranty Obligations

- .1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
- .2 Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
- .3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- .4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
- .5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- .6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.
- .7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

3.5.7 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 017700.

3.6 **Add the following:** No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner's tax-exempt number is indicate in General Instructions to Bidders.

3.7.1 **Add the following:** The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

ARTICLE 4 Make the following changes:

4.2.13 Add to the first sentence, after "...relating to aesthetic effect..."

"and except for claims which have been waived by making or acceptance of final payment as provided by Subparagraphs 9.10.3 and 9.10.4,"

Add the following:

4.3 The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their

respective contracts.

ARTICLE 6 Add the following:

6.3.1 In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within twenty-four (24) hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within twenty-four (24) hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

ARTICLE 7 Add the following:

7.2.2 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

7.5 ALLOWANCE FOR OVERHEAD AND PROFIT

7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.

7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.

7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed ten percent (10%) of the net cost. The Contractor is permitted up to a **five percent** (5%) allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed fifteen percent (15%) of the net cost of work performed by the subcontractor.

7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one (1) subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.

7.5.5 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.

7.5.6 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

ARTICLE 8 Add the following:

- 8.3.4 No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

ARTICLE 9 Make the following changes:

- 9.3.1 **Revise** “ten days” to read “fifteen (15) days”.

Add the following:

- 9.3.1.3 During progress of the Work, the Owner will pay Contractor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

- 9.3.2 **Add the following:** If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

Add the following:

- 9.3.2.1 Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work, under the following conditions:

- .1 Items to be protected from fire, theft, vandalism, weather and other damage.
- .2 Storage procedures and areas to be approved.
- .3 Items to be available at all times for inspection by the Owner and Architect.

- 9.3.4 Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid the vendor.

- .1 Such stored items are subject to inspection by Architect before payment is recommended.
- .2 Contractor shall furnish Owner with Certificate of Insurance in accordance with Contract Documents for the full value of the items stored at the site.

- 9.6.2.1 Contractor shall furnish Architect with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty (30) days after the date of progress payment. Satisfactory evidence of payment shall be one of the following:

- .1 Contractor's canceled check in correct amount with identification of invoices paid.

- .2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
- .3 A receipted invoice.

9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all specification requirements covering the following item as applicable:

Warranties.

ARTICLE 10 Add the following:

- 10.3.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions.
- .2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Architect for review before proceeding with use.
- .3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

ARTICLE 11 Make the following changes and amend Article as indicated in the General Instructions to Bidders:

11.1.1 **Revise** “authorized to do business in the jurisdiction in which the Project is located” to read “licensed to do business in Connecticut”.

11.2.2 **Revise** “prior to commencement of the Work” to read “within ten (10) days of Notice of Award”.

ARTICLE 15 Make the following changes:

15.3.2 **Revise to read as follows:** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

PERIOD TO:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

CONTRACT DATE:

CONTRACTOR: ☐

PROJECT NOS: / /

FIELD: ☐

OTHER: ☐

FROM
CONTRACTOR:

VIA
ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$0.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00
5. RETAINAGE:
- a. 0 % of Completed Work
(Column D + E on G703) \$0.00
- b. 0 % of Stored Material
(Column F on G703) \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Project: Jane Ryan School Window Replacement

**Minimum Rates and Classifications
for Building Construction**

ID# : B 25062

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Trumbull

State#:

FAP#:

Project: Jane Ryan School Window Replacement

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

As of: Tuesday, July 17, 2018

Project: Jane Ryan School Window Replacement

2) Boilermaker	38.34	26.01

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a

3b) Tile Setter	34.90	25.87

3c) Terrazzo Mechanics and Marble Setters	31.69	22.35

3d) Tile, Marble & Terrazzo Finishers	26.70	21.75

3e) Plasterer	33.48	32.06

As of: Tuesday, July 17, 2018

Project: Jane Ryan School Window Replacement

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10

4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10

4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10

4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10

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4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10

4i) Group 10: Traffic Control Signalman	16.00	20.10

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34

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5a) Millwrights	33.14	25.74

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.82	26.25+3% of gross wage

7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b

-----LINE CONSTRUCTION-----

Groundman	26.50	6.5% + 9.00

Linemen/Cable Splicer	48.19	6.5% + 22.00

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8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a

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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a

Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.05 + a

Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.05 + a

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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	36.03	24.05 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.05 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.99	24.05 + a

Group 12: Wellpoint operator.	33.93	24.05 + a

Group 13: Compressor battery operator.	33.35	24.05 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	32.21	24.05 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.05 + a

Group 16: Maintenance Engineer/Oiler.	31.15	24.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	33.04	24.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	33.62	21.05

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10b) Taping Only/Drywall Finishing	34.37	21.05

10c) Paperhanger and Red Label	34.12	21.05

10e) Blast and Spray	36.62	21.05

11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21

12) Well Digger, Pile Testing Machine	37.26	24.05 + a

Roofer: Cole Tar Pitch	41.50	17.00 + a

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Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.00	17.00 + a

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.70	42.40

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	42.62	31.21

-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	23.33 + a

17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a

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17c) 3 Axle Ready Mix	29.28	23.33 + a

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a

17e) 4 Axle Ready Mix	29.38	23.33 + a

17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a

18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a

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19) Theatrical Stage Journeyman	25.76	7.34



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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

STATUTE 31-55a

- SPECIAL NOTICE -

To All State and Political Subdivisions, Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

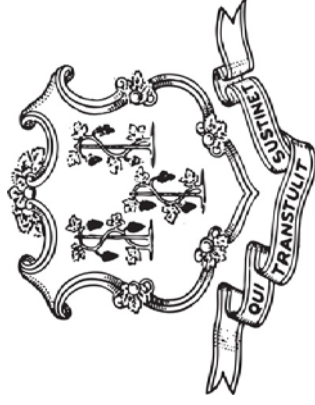
(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

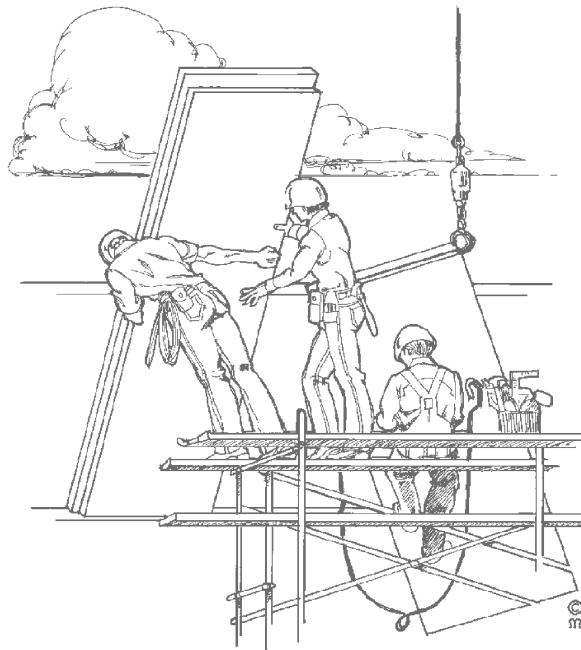
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

**Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109**

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS										WORKER'S COMPENSATION INSURANCE CARRIER																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS		GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT*****

*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

**Weekly Payroll Certification For
Public Works Projects (Continued)**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

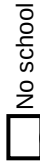
Week-Ending Date: _____
Contractor or Subcontractor Business Name: _____

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				\$	M	T	W	TH	F	\$									
HOURS WORKED EACH DAY							Total O/T Hours												
												\$	1. \$						
												Base Rate	2. \$						
												\$	3. \$						
												\$	4. \$						
												5. \$							
												Cash Fringe	6. \$						
												\$	1. \$						
												Base Rate	2. \$						
												\$	3. \$						
												\$	4. \$						
												5. \$							
												Cash Fringe	6. \$						
												\$	1. \$						
												Base Rate	2. \$						
												\$	3. \$						
												\$	4. \$						
												5. \$							
												Cash Fringe	6. \$						

*IF REQUIRED

Trumbull Public Schools Calendar 2018-2019



- No school for students; teacher work day
- * Early closing for students and staff
- ^ Early closing for grades PK-5
- > Early closing for grades PK-8
- < Early closing for grades 6-8
- & Early closing for grades 9-12



186 Teacher Days, 181 Student Days

AUGUST - 2 days

T	W	TH	F
	1	2	3
6	7	8	9
13	14	15	16
20	21	22	23
27	28	29	30
31			

- 24 New Teacher Orientation
- 27, 28, 29 Teacher PD Days
- 30 First Day for Students (full day)

SEPTEMBER - 17 days

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 3 Labor Day
- 10 Rosh Hashanah
- 19 Yom Kippur

OCTOBER - 22 days

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

- 8 Columbus Day
- 30 Afternoon Conf. PK-5

NOVEMBER - 19 days

M	T	W	TH	F
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- 1 Afternoon Conf. PK-8
- 6 Election Day, Teacher PD
- 7 Evening Conf. PK-5
- 14 Aft/Eve Conf. 6-8
- 15 Aft/Eve Conf. 9-12
- 22-23 Thanksgiving Recess

DECEMBER - 15 days

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

- 24-31 Holiday Recess

JANUARY - 21 days

M	T	W	TH	F
1	2	3	4	
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

- 1 New Year's Day
- 21 Dr. Martin Luther King, Jr. Day

FEBRUARY - 18 days

M	T	W	TH	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

- 15 Long Weekend
- 18 Presidents' Day
- 15 Reserved as a "snow" make-up day

MARCH - 21 days

M	T	W	TH	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 7 Aft/Eve Conf. 9-12
- 14 Aft/Eve Conf. PK-5
- 19 Aft/Eve Conf. 6-8

APRIL - 16 days

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

- 15-19 Vacation Week
- 19 Good Friday
- 22 Teacher PD Day

MAY - 22 days

M	T	W	TH	F
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

- 27 Memorial Day

JUNE - 8 days

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 12 Planned last day of school
- Last 2 days of school are early closing for students.
- 13-21 Reserved as "snow" make-up days

June 12 is the planned last day of school. Snow days, up to a maximum of 7, will be added to the end of the school year. If needed, an additional day will be taken from the February Long Weekend: February 15. If an 8th day is needed, or if an additional day is needed after the February Long Weekend, that day will be recovered on the PD Day, which will be a legal day. Teachers will then attend one more day in June.

Elementary and Middle School Report Card Dates: December, March, End of School Year
High School Report Card Dates: November, January, April, End of School Year

WINDOW & ENTRANCE REPLACEMENT

**JANE RYAN ELEMENTARY SCHOOL
190 PARK LANE
TRUMBULL, CT 06611
STATE PROJECT #144-0104 EC/CV
RFP #6300**

S/P+A PROJECT NO. 18.031

<u>Drawing Number</u>	<u>Drawing Name</u>

COVER

INFORMATION AND CODE DRAWINGS

G1	GENERAL INFORMATION & CODE INFORMATION

ARCHITECTURAL DRAWINGS

A1	EXISTING FLOOR PLAN
A2	DEMOLITION PLANS
A3	FLOOR PLANS
A4	EXTERIOR ELEVATIONS
A5-A6	WINDOW ELEVATIONS
A7-A8	WINDOW DETAILS
A9	SCHEDULES & DETAILS

ENVIRONMENTAL DRAWINGS

HM-01	HAZARDOUS MATERIALS ABATEMENT PLANS

END OF DRAWING LIST

SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

- A. The Work of the Project is defined by the Contract Documents and consists of window replacement at an existing building.
- B. The Project generally includes, but is not necessary limited to the following major elements:
 - 1. Removal of existing window and entrance units and associated components.
 - 2. Removal of existing doors and associated hardware.
 - 3. Removal of existing window treatments.
 - 4. Removal and offsite disposal of asbestos and hazardous materials.
 - 5. Offsite disposal of all removed materials.
 - 6. Provision and installation of new aluminum entrances, storefront framing, windows, insulated metal panels and associated components, sheet metal flashing, wood blocking, glazing, sealants, and signage.
 - 7. Provision and installation of new hollow metal doors and hardware. Existing frames to be scraped, sanded, primed and painted.
 - 8. Provision and installation of new EIFS system including associated framing, sheathing, air barrier and louver.
 - 9. Provision and installation of new solid-surfacing sills.
 - 10. Cutting and patching of existing finishes, finishes to match existing.

1.3 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
- B. Confine operations to as small work areas and accessways as possible. As much as possible and without damage to the finishes, doors and related building systems, access the project area via the service doors designated by the principals and maintenance staff at the school.
- C. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sidewalks or other means necessary to provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.

- E. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
 - 1. Contractor is responsible to secure project area/site from intrusions during unoccupied (after hours) period of time. Any temporary doors and /or window coverings that may be necessary to complete repairs are the Contractors responsibility to furnish and install as part of the project scope.

1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner's administrative and maintenance staff will occupy the site and existing building during the entire construction period, with children on site during the school year. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Pre-schedule construction operations with the Owner for areas that must be evacuated for extended periods, giving the Owner the opportunity to relocate administrative or educational operations to non-affected areas.
 - 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 Owner not less than seventy-two (72) hours in advance of activities that will affect Owner's operations.

1.5 SPECIAL REQUIREMENTS

- A. The Contractor shall insure that all work performed is done so in a safe manner and that all of his/her employees shall adhere to all applicable safety procedures and practices at all times. There may be children and staff in the vicinity of the work area during normal working hours. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.
- B. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the building at all times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.
- C. Testing: During the school year, Smarter Balanced Assessment Consortium may be administered to portions of the student population, which requires absolute concentration on the part of the students. The Owner may prohibit operations during the administration of these assessments. Cooperate with the Owner to determine the schedule, locations of the testing and where operations may proceed with disrupting classroom or roofing operations.
- D. Under no circumstances shall the buildings' occupants be subjected to excessive construction noise or vibrations, nor shall they be subject to fumes, odors or other deleterious effects of the operation. Should material delivery, demolition or construction operations, inclement weather

or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.

E. On-Site Work Hours:

1. Summer:

- a. 6:30 a.m. to dusk, Monday through Friday, unless otherwise indicated.
- b. Weekend Hours: To be coordinated with the District.

2. School Year:

- a. 4:00 p.m. to dusk, Monday through Friday, unless otherwise indicated.
- b. Weekend Hours: To be coordinated with the District.

F. Smoking will not be permitted inside the building or on the grounds. Strict adherence to the smoking regulations will be enforced for the entire duration of the construction.

G. There will be absolutely **no** fraternizing with the students by construction personnel. Anyone caught doing so will be required to leave the jobsite and will not be permitted to return. Such dismissal shall not give the contractor grounds for default on any other contract requirements, including the construction schedule.

H. Site Security – Identification Badges

- 1. The Contractor shall provide a list of all contact persons. The list shall include each trade, name of Contractor, contact person(s), phone numbers, fax numbers, Federal Employer Identification Number (FEIN), social security number if FEIN is not available, and Connecticut Tax Registration number.
- 2. Prior to the start of work all Contractor and Sub-Contractor personnel assigned to perform work shall be required to fill out and submit to a background check at a cost provided by the Contractor. All information shall be submitted to the Town of Trumbull. Information for background check includes the following:
 - a. Identity Verification
 - b. Criminal Background
 - c. Additional checks as deemed warranted
- 3. Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site. Badges shall be issued in a contrasting color from school employees, with photo and name plainly visible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

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 unit prices.
- B. Related Sections:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. A list of unit prices is included in the Bid Form.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract. No extensions of time shall be granted for accepted alternates.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **ADD ALTERNATE NO. 1: Roller Window Shades:** Add to the Base Bid the labor, material and equipment to provide and install manual roller window shades in lieu of horizontal louver blinds. Refer to Section 122413 for additional information. Painted wood trim is part of Base Bid.

END OF SECTION 012300

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. Section 012300 "Alternates" for products selected under an alternate.
 - 2. Section 016000 "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: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use **CSI Form 1.5C, 13.1A** or comparable form.
 - 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 performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of

applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage 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

- A. Procurement Substitution Request: Submit to Architect seven (7) days prior to date of bid opening.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one (1) line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of 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. 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.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
 5. Include updated and approved Contractor's construction schedule, potential Change Order Log and Product Submittal Log.
- 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. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within twenty-four (24) hours. One (1) 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 waivers of lien on forms, executed in a manner 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. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one (1) 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-construction conferences.
 7. Startup and adjustment of systems.
 8. 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.

1.6 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. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's 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.
- C. RFI Forms: AIA Document G716 or comparable form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

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

- f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - 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. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.

- q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Installation of Owner's furniture, fixtures, and equipment.
 - k. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at biweekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) 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)

END OF SECTION 013100

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. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Material location reports.
 - 4. Site condition reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. 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.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. 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.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Material Location Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the Contractor's construction schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Discuss constraints, including phasing, work stages and area separations.
 3. Review delivery dates for Owner-furnished products.
 4. Review schedule for work of Owner's separate contracts.
 5. Review time required for review of submittals and resubmittals.
 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 7. Review time required for completion and startup procedures.
 8. Review and finalize list of construction activities to be included in schedule.
 9. Review submittal requirements and procedures.
 10. Review procedures for updating schedule.

1.6 COORDINATION

- A. 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.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial 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 principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (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 Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than thirty (30) days for punch list 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 Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Use of premises restrictions.
 - d. Provisions for future construction.
 - e. Seasonal variations.
 - f. Environmental control.
 3. 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. Startup and placement into final use and operation.
 4. 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. Completion of mechanical installation.
 - b. Completion of electrical installation.
 - c. 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.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Section 012900 "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 RFIs.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is fourteen (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. Distribution: Distribute copies of approved schedule to Architect, Construction Administrator, 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.

1.8 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within seven (7) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

1.9 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. Testing and inspection.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (refer to special reports).

11. Stoppages, delays, shortages, and losses.
 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 weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. 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.
 1. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC 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 the following:
 - 1. Periodic construction photographs.
- B. Related Sections:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application

for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

D. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.

1. In emergency situations, take additional photographs within twenty-four (24) hours of request.
2. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Immediate follow-up when on-site events result in construction damage or losses.
 - b. Substantial Completion of a major phase or component of the Work.

END OF SECTION 013233

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. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list.
 - 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
 - 5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. 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 Architect 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. Submit concurrently with contractor's construction schedule. Include submittals required during the first sixty (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.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals unless requested and Architect's user agreement properly completed.
- 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. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow five (5) days for review of each resubmittal.
 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow seven (7) 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. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - 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.
 - 1) 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).
- 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 Architect.
4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - 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.
 - l. 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 Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.
 1. 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.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect 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 Architect'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 Architect'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. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement (attached) 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.
 3. Test and Inspection Reports Submittals: Comply with requirements specified in Section 014000 "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.
- 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 8½-by-11 inches but no larger than 30-by-42 inches.

- 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 (1) submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- F. 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.
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architects and Owners, and other information specified.
- H. 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.

SUBMITTAL PROCEDURES

- I. 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.
- J. 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.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- M. 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.
- N. 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.
- O. 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.
- P. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- Q. 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.
- R. 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.
- S. 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.

- T. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

3.2 ARCHITECT'S REVIEW

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

END OF SECTION 013300

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 quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. 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. Contractor's quality-control services do not include contract enforcement activities performed by Architect.
- C. 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.
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- F. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. 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.
- I. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) 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. Conflicting Standards and Other Requirements: If compliance with two (2) or more standards or requirements are specified, and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for 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 Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system, or a wind-resisting component listed in the designated wind system quality assurance plan prepared by the Architect.

- B. 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.
- C. 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.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 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 re-inspecting.
- 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.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar 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.

- 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.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 - 4. Costs for testing that is cancelled will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform 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 Section 013300 "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 preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. **Associated Contractor Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and 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 Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible

as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "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 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
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association (Now part of CPA)	
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
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700

REFERENCES

AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (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 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
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

REFERENCES

BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
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

REFERENCES

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
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
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
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578

REFERENCES

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
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NELMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
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
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
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070

REFERENCES

NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NWWDA	National Wood Window and Door Association (Now WDMA)	
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
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

REFERENCES

STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc. (Now TCNA)	
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
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
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. 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.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233

REFERENCES

ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code (See ICC)	
C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.		
CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
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
SD	State Department www.state.gov	(202) 647-4000
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
D. 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.		

REFERENCES

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 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 temporary support, security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading, if required.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Sheds to be metal box storage units or have wood floors raised above the ground.
 - 2. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- D. Telephone Service: The Contractor shall maintain at his expense a job telephone, not a "Pay Telephone". The job telephone shall be available to the Architect, the Owner's staff, Municipal Officials or Inspectors and all subcontractors. All calls shall be paid for by the Contractor.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- C. Parking: Provide temporary parking areas for construction personnel.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- D. Covered Walkway: Erect protective, covered walkway (egress protection) for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Paint and maintain appearance of walkway for duration of the Work.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

TEMPORARY FACILITIES AND CONTROLS

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within seven (7) days of receipt of request, or seven (7) days of receipt of additional information or documentation.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Non-Restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Non-Restricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections:
 - 1. Section 013300 "Submittal Procedures" for submitting surveys.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor licensed in the State of Connecticut.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal, if required.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding.

- Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. 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.

- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching.
- E. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. 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.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls".
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

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

END OF SECTION 017300

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. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
- B. Related Sections:
 - 1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Section 017300 "Execution" for progress cleaning of Project site.
 - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. 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 with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. 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 photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection 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 final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. CT DOE SCG Closeout Assistance

1. The Contractor shall assist the Architect and Owner with the Office of School Construction Grants closeout and any audit of the project by providing supplemental cost or scope information related to their work or change orders that were executed during the course of the project. This assistance may require administrative support from the contractor's office but may also require in-person attendance at meetings with the Owner, and any information requested by the Owner must be provided within five (5) calendar days of the request.
2. This closeout service shall be provided at no additional expense to the project, and may be required as much as twenty-four (24) months after the final date of substantial completion of the project.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use **CSI Form 14.1A** or comparable form.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- 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 (Not Used)

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. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Sections:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. 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 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two (2) copies.

- C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

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 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- 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: Include the following information:
 - 1. Subject matter included in manual.

2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.
 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 8. 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 (1) volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one (1) system into a single binder.
- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8½-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. If two (2) or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. 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 of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8½-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 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

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.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

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. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
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 (1) 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 Section 017839 "Project Record Documents."

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.
- B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one (1) paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of marked-up paper copies 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 who obtained record data,

whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. 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. Format: Paper copy.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.

- 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.
- B. Format: Submit record Specifications as paper copy.

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.
- B. Format: Submit record Product Data as paper copy.
 - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) 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 Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary of Work" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

- 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

- B. Schedule of Selective Demolition Activities: Indicate the following:

- 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- C. Predemolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

- D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is provided for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site or off-site as designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction. Do not allow demolished materials to accumulate on-site.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 028213 – ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of Contract, including General Supplementary Conditions shall apply to this Section.
- B. Fuss & O'Neill EnviroScience, LLC (EnviroScience) Limited Hazardous Building Materials Inspection Report (June 2018).
- C. Unit Price Section 01 22 00.
- D. Lead-Based Paint Awareness Section 02 83 19.
- E. Polychlorinated Biphenyl Abatement Section 02 84 33.
- F. Hazardous Materials Abatement Drawing HM-01.

1.2 CONSULTANT

- A. The Owner shall retain a Consultant for the purposes of project management and monitoring during Asbestos Abatement activities. At the discretion of the Owner, the Consultant will represent the Owner/Architect during the abatement project. The Asbestos Abatement Contractor (the "Contractor") will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly, but not limited to the following:
 - 1. Approval of work areas
 - 2. Review of monitoring results
 - 3. Completion of the various segments of work
 - 4. Final completion of the abatement
 - 5. Submission of data
 - 6. Daily field punch list items
- B. The State of Connecticut-licensed Asbestos Consultant – Project Designer for this project is Eduardo Miguel Marques (License No. 000312).

1.3 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal, packaging, transporting, and disposing of asbestos-containing materials (ACM) and Asbestos impacted during the Window Replacement and Entrances Project (the "Work") at the Jane Ryan Elementary School located at 190 Park Lane in Trumbull, Connecticut (the "Site").
- B. This scope of work includes necessary selective demolition to access ACM scheduled for abatement.

1.4 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern the Work.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of these Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant to correct any conflicts.
- F. All items not specifically mentioned in the Specifications, but implied by trade practices to complete the Work, shall be included.

1.5 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the facilities and difficulties attending the execution of the Work, and has based their price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the Site.

1.6 CONTRACTOR QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in asbestos abatement projects, listing no less than three completed projects in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:
 - 1. Project Name and Address
 - 2. Owner's Name and Address
 - 3. Architect/Consultant
 - 4. Contract Amount
 - 5. Date of Completion
 - 6. Extras and Changes

- B. The Contractor selected must appear on the approved list of Asbestos Abatement Contractors on file at the State of Connecticut Department of Public Health (CTDPH) and hold a valid license for asbestos abatement within the State of Connecticut.
- C. Submit a written statement regarding whether the Contractor has ever been cited for non-compliance with federal, state, or local asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.

1.7 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name; address and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this Section.

1.8 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a competent CTDPH-licensed Asbestos Abatement Supervisor with at least three years of experience on projects of similar scope and magnitude who shall be responsible for all work involving asbestos abatement as described in the specifications and defined in applicable regulations, and have full-time daily supervision of the same. The Supervisor shall be the competent person as defined by Occupational Safety and Health Administration (OSHA) regulations.
- B. If required by federal, state, local, and any other authorities having jurisdiction over such work, the Contractor shall allow the work of this contract to be inspected. The Contractor shall immediately notify the Owner, Architect, and Consultant and shall maintain written evidence of such inspection for review by the Owner, Architect, and Consultant.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- D. The Contractor shall immediately notify the Owner, Architect, and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner, Architect, and Consultant for verification and recording.

1.9 PROJECT DESCRIPTION

- A. The base bid includes the removal, packaging, transporting, and disposing of all ACM as identified herein conducted by workers meeting the requirements of OSHA Title 29 CFR, Part 1926.1101 for Class 2 work. This shall include all necessary demolition to access the ACM for abatement.
- B. Materials as discovered outside of those listed will be measured and paid or credited by unit prices. The quantities are estimates only and should be verified by the Contractor.

C. The base bid includes the following ACM:

BASE BID - ASBESTOS			
LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY	NOTES
1955 Windows			
Exterior windows	Window Caulking Compound <i>Presumed to contain PCBs. See Section 028433 Polychlorinated Biphenyl Abatement for Additional Information</i>	22 Openings 900 L/F	1, 2
Exterior window/door systems	Window Caulking Compound <i>Presumed to contain PCBs. See Section 028433 Polychlorinated Biphenyl Abatement for Additional Information</i>	2 Openings 60 L/F	1, 2
Exterior soffit	Cement Board (Transite)	800 S/F	1, 3
Exterior behind brick	Damp proofing	1,500 S/F	1,
Octagon-Shaped Section of Building – Windows			
Exterior windows	Window Glazing Compound <i>Presumed to contain PCBs. See Section 028433 Polychlorinated Biphenyl Abatement for Additional Information</i>	14 Openings 2,600 L/F	1
Exterior behind brick	Damp proofing	2,300 S/F	1

General Notes:

- Quantities shall be verified by Contractor during the time of the walk-through. Discrepancies of amounts and/or locations of asbestos-containing materials shall be addressed prior to bidding the work to the Owner and Consultant.
- Window and window/door system caulking shall be removed from between frame/joints and masonry. All caulk shall be removed with wet methods for proper disposal. May include multiple layers of caulking. Material also presumed to contain PCBs > 50 PPM and shall be disposed of as Asbestos/PCB Bulk Product Mixed Waste.
- Cement board (transite) soffit shall be removed using wet methods and disposed of as ACM. Care shall be taken to remove the cement board panels intact.
- Black damp proofing exists behind brick. This material shall be removed as necessary to accommodate for window replacement and entrances project.
- Window glazing shall be removed as part of system removal. Material shall be removed using wet methods for proper disposal. Material also presumed to contain PCBs > 50 PPM and shall be disposed of as Asbestos/PCB Bulk Product Mixed Waste.

- D. Some of the Work will be performed in multiple mobilizations, at different periods of time, in conjunction with other trades (i.e., other trades work, demolition work, etc.).
- E. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to site delivery.
 - 1. Encapsulants applied to any surface that will receive a new finish that requires an adhesive must be compatible with the application of the new finish.
- F. The Contractor shall be responsible for providing temporary water, power, and heat as needed at the Site to perform the work required. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) power panels installed by a State of Connecticut-licensed electrician, permitted as required, and located outside of the work areas.

1.10 DEFINITIONS

- A. The following definitions relative to asbestos abatement apply:
 - 1. Abatement: Procedures to control fiber release from ACM; includes removal, encapsulation, and enclosure.
 - 2. Air Monitoring: The process of measuring the total airborne fiber concentration of an area, or a person.
 - 3. Amended Water: Water to which a surfactant (wetting agent) has been added.
 - 4. Architect: Silver Petrucelli + Associates: a person or firm professionally engaged in the design of certain large constructions other than buildings and the like.
 - 5. Asbestos: The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles, and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically-altered.
 - 6. Asbestos Felt: A product made by saturating felted asbestos with asphalt, or other suitable bindery, such as a synthetic elastomer.
 - 7. Asbestos Fibers: Those particles with a length greater than five (5) microns and a length to diameter ratio of 3:1 or greater.
 - 8. Asbestos Project Designer: The State of Connecticut-licensed Asbestos Consultant – Project Designer for this project is Eduardo Miguel Marques (License No. 000312).
 - 9. Asbestos Work Area: A regulated area as defined by OSHA Title 29 CFR, Part 1926.1101 where asbestos abatement operations are performed, which is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
 - 10. Caulking: Resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage. Typical applications: around windows, and doors. Caulking is at joints between two dissimilar materials. (i.e., masonry to wood, masonry to steel).

11. Clean Room: An uncontaminated area or room, which is a part of the worker decontamination enclosure with provisions for storage of worker street clothes and protective equipment.
12. Clearance Sampling: Final air sampling performed aggressively after the completion of the abatement project in a regulated area. Air samples collected by the air sampling professional having a total airborne fiber concentration of less than 0.010 fibers per cubic centimeter of air (fibers/cc) in each of five (5) samples collected inside the containment will denote acceptable clearance sampling by Phase Contrast Microscopy (PCM), or five air samples collected inside the containment by the air sampling professional having an average asbestos concentration of less than 70 structures per square millimeter (s/mm²) of air will denote acceptable clearance sampling for Transmission Electron Microscopy (TEM).
13. Competent Person: As defined by OSHA Title 29 CFR, Part 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. The Competent Person has authority to take prompt corrective measures, and to eliminate such hazards during asbestos removal. The Competent Person shall be properly trained in accordance with EPA's Model Accreditation Plan (MAP).
14. Consultant: Fuss & O'Neill EnviroScience, LLC: A company retained by the Owner with State of Connecticut-licensed asbestos designer and asbestos project monitors to provide services enumerated in this section during asbestos abatement.
15. Containment: An enclosure within the building which establishes a contaminated area and surrounds the location where ACM and/or other toxic or hazardous substance removal is conducted, and establishes a Control Work Area.
16. Curtained Doorway: A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
17. Dampproofing: Application of a water impervious material to surface (such as a wall) to prevent penetration of moisture, typically at foundation or below grade surface.
18. Decontamination Enclosure System: A series of connected areas, with curtained doorways between any two adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
19. Encapsulant: A liquid material which can be applied to ACM, which controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant), or penetrating the material and binding its components together (penetrating encapsulant).
20. Equipment Room: Any contaminated area or a room that is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.
21. Fixed Object: Unit of equipment or furniture in the work areas that cannot be removed from the work area.

22. Friable Asbestos Materials: Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
23. Glazing Compound: Any compound used to hold window glass in place, also referred to as putty, or glazier's putty. Is not field-applied, usually installed during manufacture of windows.
24. HEPA Filter: High Efficiency Particulate Air (HEPA) filter in compliance with ANSI Z9.2 1979.
25. HEPA Vacuum Equipment: Vacuum equipment fitted with a HEPA filter system for filtering the effluent air from the unit.
26. Movable Object: Unit of equipment of furniture in the work area that can be removed from the work area.
27. Negative Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas), and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
28. NESHAPs: National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
29. Owner: Town of Trumbull: An employee or executive who has the principle responsibility for a process, program, or project.
30. Permissible Exposure Limit (PEL): The maximum total airborne fiber concentration to which an employee is allowed to be exposed. The new limit established by OSHA Title 29 CFR, Part 1926.1101 is 0.1 fibers per cubic centimeter (fibers/cc) as an eight (8)-hour time-weighted average (TWA), and 1.0 fibers/cc averaged over a sampling period of 30 minutes as an Excursion Limit. The Contractor shall be responsible for maintaining work areas in a manner that this standard is not exceeded.
31. Project Monitor: A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or a Consultant with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.
32. RCRA: The Resource Conservation and Recovery Act (EPA Title 40 CFR, Parts 260 - 265).
33. Regulated Area: An area established by the employer to demarcate where Class I, II, and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which total airborne fiber concentrations exceed, or there is a reasonable possibility that they may exceed the PEL.
34. Shower Room: A room between the clean room and the equipment room in the work decontamination enclosure with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.
35. Totally Enclosed Manner: A manner that will ensure no exposure of human beings or the environment to a concentration of asbestos.

36. Transport Vehicle: A motor vehicle or rail car used for the transportation of cargo by any mode. Each cargo-carrying body (e.g., trailer, railroad freight car) is a separate transport vehicle.
37. Waterproofing: Material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

1.11 SUBMITTALS

- A. The Contractor shall submit the following to the Consultant in one complete package prior to the pre-construction meeting, and no later than 10 business days prior to the anticipated start of the Work:
 1. Submit copies of all notifications, permits, applications, licenses, and like documents required by federal, state, or local regulations obtained or submitted in proper fashion.
 2. Submit a schedule to the Owner/Architect and the Consultant that defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, decontamination, and final clearance air monitoring (if applicable).
 3. Submit the current valid State of Connecticut Asbestos Abatement Contractor license and certificate of insurance.
 4. Submit the name and address of the hauling contractor and landfill to be used. Also submit current valid operating permits and certificates of insurance for the transporter and landfill.
 5. Submit the plans and construction details for the construction of the decontamination systems and the isolation of the work areas as may be necessary for compliance with this specification and applicable regulations.
 6. Submit the CTDPH license, training, medical, and respirator fit test records of each employee who may be on the Site.
 7. If the Contractor's CTDPH-licensed Asbestos Abatement Supervisor is not conducting OSHA-required employee exposure monitoring, submit the qualifications of the air sampling professional that the Contractor proposes to use for this project for this task.
 8. Submit detailed product information on all materials and equipment proposed for asbestos abatement work on this project. This includes Safety Data Sheets (SDS) on all products and chemicals that may be used on the project.
 9. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project, as well as a list of past projects completed.
 10. Submit a chain-of-command for the project.
 11. Submit a site-specific Emergency Action Plan for the project. The Plan may include emergency procedures to be followed by Contractor personnel to evacuate the building, hospital name, phone number, and most direct transportation route from the Site, emergency telephone numbers, etc.
 12. Submit a written site-specific Respiratory Protection Program for employees for the Work, including make, model and National Institute of Occupational Safety and Health (NIOSH) approval numbers of respirators to be used at the Site (if applicable).

13. Proposed electrical safeguards to be implemented by a qualified Electrical Contractor, including but not limited to: location of transformers, GFCI outlets, lighting, and power panels necessary to safely perform the project, including a description of electrical hazards and a safety plan for common practices in the work area. This may also include safety plan for temporary lighting, extension cord and other powered equipment used in the work area (locations, daily inspections, etc.).
14. Submit the proposed worker orientation plan that at a minimum includes a description of asbestos hazards and abatement methodologies, a review of worker protection requirements, and the outline of safety procedures.
15. No work on the Site will be allowed to begin until the Owner/Architect and the Consultant as listed herein approve the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation in a timely manner does not constitute a cause for change order or a time extension.

B. The Contractor shall submit the following to the Consultant during the Work:

1. Copies of personal air sampling results (Consultant will not review or provide any direction or advice regarding results). The Contractor shall be responsible for proper sample analytical review and personal protective equipment (PPE) selection and use. Records are retained solely for project record.
2. Copies of training, licenses, fit test records, and medical records for new employees to start work (24-hours in advance) and prior to the new employee arriving at the Site.
3. Carbon copies from waste shipment record, waste manifest records, bill of lading, or other waste tracking record for all specified materials.
4. Copies of daily log sheets, daily sign-in sheets, and containment sign-in sheets.

C. The Contractor shall submit the following to the Consultant at the completion of the Work. The Owner reserves right to retain payment(s) until all items are received in completion:

1. Original final completed copies of the waste shipment records, signed by all transporters and the designated disposal site owner/operator.
2. Original final completed copies of bill of lading, weight tickets, recycling tickets, and manifests for all specified materials.
3. Contractor's logs (daily activity logs, daily sign in sheets, containment sign-in sheets), and all worker training, licenses, medical records and respirator fit test records.
4. Copies of all OSHA personal monitoring results.

1.12 REGULATIONS AND STANDARDS

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to asbestos abatement. Specifically, the Contractor shall comply with the requirements of the following:

1. EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Regulations (Title 40 CFR, Part 61, Subpart M);
2. EPA Asbestos Hazards Emergency Response Act (AHERA) Regulations (Title 40 CFR, Part 763, Subpart E);
3. OSHA Asbestos Regulations (Title 29 CFR, Parts 1910.1001 and 1926.1101);

4. Department of Transportation (DOT) Hazardous Waste Transportation Regulations (Title 49 CFR, Parts 170 – 180).
5. Connecticut Department of Energy and Environmental Protection (CTDEEP) Regulations (Section 22a-209-8(i) and Section 22a-220 of the Connecticut General Statutes);
6. CTDPH Standards for Asbestos Abatement (Sections 19a-332a-1 to 19a-332a-16);
7. CTDPH Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultant Services (Sections 20-440-1 to 20-440-9 and Section 20-441);
8. 2003 International Building Code as adopted by the 2005 State of Connecticut Building Code including the 2009, 2011, and 2013 amendments;
9. Life Safety Code, National Fire Protection Association (NFPA);
10. Local health and safety codes, ordinances, or regulations pertaining to asbestos remediation and all national codes and standards including American Society of Testing and Materials (ASTM), American National Standards Institute (ANSI), and Underwriter's Laboratories (UL).

1.13 EXCEPTIONS

- A. Any deviations from these specifications require the written approval and authorization from the Owner and Consultant. Any deviations that may impact the bid cost shall be delineated with the bid for the Architect/Owner to review.
- B. Any modifications from the standard work practices identified in the CTDPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-16 must be requested in writing and approved in writing by the CTDPH. The Consultant shall develop the Alternative Work Practice (AWP) application on behalf of the Owner. If the Contractor intends to request an AWP for this project, the nature of the AWP shall be disclosed in the bid documents and the cost savings associated with said AWP shall be provided for the Owner's consideration. An AWP shall not be filed without prior Owner's and Consultant's approval.

1.14 FINAL RE-OCCUPANCY AIR CLEANANCE (If Applicable)

- A. Following the completion of the encapsulation phase of the work, the Consultant shall collect final re-occupancy clearance air samples inside the work area per CTDPH Standards for Asbestos Abatement (19a-332-1 to 19a-332-16).
- B. The Owner shall be responsible for payment of the sampling and analysis of the initial final air clearance samples only. The Contractor shall be responsible for payment of all costs associated with the collection and analysis of additional final clearance air samples if the first set of samples fail to satisfy the clearance criteria.
- C. Contractor shall not conduct demolition or other removal activities during final re-occupancy air clearance sampling.

- D. Exterior asbestos abatement work: Re-occupancy clearance air sampling is not required following removal of exterior non-friable ACM if removal does not render materials friable and negative pressure enclosures (NPEs) are not utilized. If removal renders non-friable materials friable, the Work must be performed within a NPE and final re-occupancy air clearance sampling will be conducted.

1.15 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

- A. The Contractor shall make the following notifications, and provide the submittals to the following agencies prior to the start of work. This notification is required ten (10) calendar days prior to the start of the abatement project.

- 1. Connecticut Department of Public Health
410 Capitol Avenue
MS #51 AIR
P.O. Box 340308
Hartford, CT 06134-0308
- 2. United States Environmental Protection Agency (USEPA)
Jordan Alves (alves.jordan@epa.gov)
Region 1- New England (OEP05-2)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

- B. The minimum information included in the notification to these agencies includes:
 - 1. Name and address of building Owner/Operator
 - 2. Building location
 - 3. Building size, age, and use
 - 4. Amount of asbestos to be removed
 - 5. Work schedule, including proposed start and completion date
 - 6. Asbestos removal procedures to be used
 - 7. Name and location of disposal site for generated asbestos waste, residue, and debris

1.16 WORK SITE SAFETY PLAN

- A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the Site. The safety plan should include provisions for the following:
 - 1. Evacuation of injured workers.
 - 2. Emergency and fire exit routes from all work areas.
 - 3. Emergency first aid treatment.
 - 4. Local telephone numbers for emergency services including ambulance, fire, and police.
 - 5. A method to notify occupants of the building in the event of a fire or other emergency requiring evacuation of the building.
 - 6. The Contractor shall be responsible for training all workers in these procedures.

1.17 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

- A. This Section describes independent air sampling work being performed on behalf of the Owner. This work is not in the Contract Sum. This Section describes air monitoring conducted by the Consultant to verify that the building beyond the work area and the outside environment remains uncontaminated. (Personal air monitoring required by OSHA is work to be performed by the Contractor and is within the Contract Sum). Negative exposure assessments will not be reviewed and/or approved by the Consultant. It shall be the Contractor's responsibility to determine its validity.
- B. The purpose of the Consultant's air monitoring is to verify proper engineering controls in the work area:
 - 1. Contamination of the building outside of the work area by airborne fibers.
 - 2. Failure of filtration or rupture in the differential pressure system.
 - 3. Contamination of air outside the building envelope by airborne fibers.
 - 4. Contamination of air outside a regulated work area by airborne asbestos fibers.
- C. Should any of the above occur, the Contractor shall immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Consultant.
- D. The Consultant may monitor total airborne fiber concentrations in the work area. The purpose of this air monitoring will be to detect total airborne fiber concentrations, which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- E. To determine if the elevated total airborne fiber concentrations encountered during abatement operations have been reduced to an acceptable level, the Consultant will sample and analyze air in accordance with clearance air sampling requirements.
- F. The Consultant may perform on-site monitoring throughout the project, as follows:
 - 1. All work procedures shall be continuously monitored by the Consultant to assure that areas outside the designated work locations in the buildings will not be contaminated.
 - 2. Prior to work on any given day, the Contractor's designated "competent person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the building or the employees. This includes a visual work area inspection and the building or the employee decontamination. This includes a visual inspection of the work area and the decontamination enclosure systems.

1.18 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall independently retain an air sampling professional or the CTDPH-licensed Asbestos Abatement Supervisor shall monitor total airborne fiber concentrations in the worker breathing zones, and to establish conditions and work procedures for maintaining compliance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.

- B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48-hours after sample collection.
- C. All air sampling shall be conducted in accordance with methods described in OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.

1.19 PROPER WORKER PROTECTION

- A. This Section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.
- B. All workers are to be accredited as Abatement Workers as required by the EPA AHERA Title 40 CFR, Parts 763 Appendix C to Subpart E, February 3, 1994.
- C. The Contractor is required to be certified and accredited as required by CTDPH.
- D. In accordance with OSHA Title 29 CFR, Part 1926, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include, but is not limited to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - a. Engineering controls
 - b. Work Practices
 - c. Respirators
 - d. Housekeeping procedures
 - e. Hygiene facilities
 - f. Protective clothing
 - g. Decontamination procedures
 - h. Emergency procedures
 - i. Waste disposal procedures
 - 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA Title 29 CFR, Part 1910.134
 - 7. Appropriate work practices for the work
 - 8. Requirements of medical surveillance program
 - 9. Review of OSHA Title 29 CFR, Part 1926
 - 10. Pressure Differential Systems
 - 11. Work practices including hands on or on job training
 - 12. Personal Decontamination procedures
 - 13. Air monitoring, personal and area
- E. The Contractor shall provide medical examinations for all workers who may encounter a total airborne fiber concentration of 0.1 fibers/cc or greater for an 8-hour TWA. In the absence of specific airborne fiber data provide medical examinations for all workers

who will enter the work area for any reason. Examination shall, at a minimum, meet OSHA requirements as set forth in Title 29 CFR, Part 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

- F. Submit the following to the Consultant for review. The Contractor shall not start work until these submittals are returned with Consultant action stamp indicating that they are approved.
 1. Submit copies of certificates from an EPA approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation Title 40 CFR, Part 763 Appendix C to Subpart E, February 3, 1994.
 2. Submit evidence that the Contractor is licensed to perform asbestos abatement work by the CTDPH.
 3. Submit documents verifying that each worker has had a medical examination within the last 12 months as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:
 - a. Name and Social Security Number (minimum last 4 digits)
 - b. Physician's written opinion from examining physician including at a minimum the following:

Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.

Any recommended limitations on the worker or on the use of PPE such as respirators.

Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 4. Copy of information that was provided to physician in compliance with OSHA Title 29 CFR, Part 1926.
 5. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 6. Effective June 4, 2000, submit copies of certificates for the site supervisor and the workers issued by CTDPH.
- G. Submit certification signed by an officer of the abatement-contracting firm and notarized that exposure measurement, medical surveillance, and worker training records are being kept in conformance with OSHA Title 29 CFR, Part 1926.
- H. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:
 1. Non-essential personnel are prohibited from entering the area.
 2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" that are posted at the entry points to the enclosure system, and shall be equipped with properly fitted respirators and protective clothing.
 3. All personnel who are exiting from the decontamination enclosure system shall be properly decontaminated.

4. Asbestos waste that is removed from the work area must be properly bagged and labeled in accordance with these Specifications. The surface of the bags shall be decontaminated. Asbestos waste removed from the NPE must be immediately transported off-site or immediately placed in locked, posted temporary storage on-site, and removed within 24-hours of the project conclusion.
5. Any material, equipment, or supplies that are removed from the decontamination enclosure system shall be thoroughly cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed as asbestos waste.
- C. Polyethylene (poly) sheeting in a roll size to minimize the frequency of joints shall be delivered to the Site with factory label indicating 6-mil.
- D. Poly disposable bags shall be 6-mil with OSHA-required pre-printed label (29 CFR, Part 1926.1101(k)(8)(iii)). Tie wraps for bags shall be plastic, five-inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent poly sheets and for attachment of poly sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- F. Surfactant (wetting agent), shall consist of 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce surfactant to five gallons of water or as directed by manufacturer.
- G. Removal encapsulant shall be non-flammable factory prepared penetrating chemical encapsulant deemed acceptable to Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.
- I. Impermeable containers are to be used to received and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Title 29 CFR, Part 1926.1101(k)(8)(iii) [June 1, 2015 requirements]. Containers must be both air and watertight.

- J. Labels and signs, as required by OSHA Title 29 CFR, Part 1926.1101, will be used.
- K. Encapsulant shall be bridging or penetrating type which has been deemed acceptable to the Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- L. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where ACM may be disturbed.

2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all clean tools and equipment necessary for asbestos removal, encapsulation, and enclosure.
- B. The Contractor's air monitoring professional or Abatement Supervisor shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements. The equipment shall function properly, and air samples shall be calibrated with a recently calibrated (within 6 calendar months) rotometer.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, poly sheeting of proper size and thickness, tape and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut-licensed electrician.
- E. The Contractor shall be responsible for coordinating electrical and water services and shall pay for these services for the duration of the project, if applicable. .
- F. The Contractor shall assist the Consultant by providing necessary tools and equipment (e.g., coveralls, ladders, extension cords, lighting, etc.) for the Consultant to conduct inspections, final visual inspections, and final air clearance monitoring. The Consultant reserves the right to reject such items that are deemed unsafe and/or do not function properly and request items be replaced with adequate replacements. The work areas shall be safe to enter/occupy by the Consultant.
- G. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternate.
- H. Exhaust air filtration system units shall contain HEPA filter(s) capable of sufficient air exhaust to create negative air pressure of -0.02 inches of water column within enclosure with respect to outside area. Digital monometers shall be supplied for Class 1 work. Equipment shall be checked for proper operation by smoke tubes or differential pressure gauge before the start of each shift and at least twice during the shift. Adequate exhaust air shall be provided for a minimum of four (4) air changes per hour within the NPE. No air movement system or air filtering equipment shall discharge

unfiltered air outside. The Contractor will have reserve units so that the station system will operate continuously.

- I. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter or larger.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work, a Pre-Construction meeting will be scheduled and must be attended by the Contractor and any Sub-Contractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittals at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and the Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORK AREA PREPARATION FOR EXTERIOR ABATEMENT

- D. Where necessary, deactivate electrical power, including receptacles and light fixtures. Under no circumstances during the decontamination procedures will lighting fixtures be permitted to be operating when amended water spray may contact the fixture. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician, permitted as required, and located outside the work areas.
- A. If applicable, temporary power must be continuous power. Portable generators for use during asbestos abatement shall not be permitted.
- B. Deactivate and/or isolate heating, ventilating, and air conditioning (HVAC) air systems or zones to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within the work area shall be covered with two layers of 6-mil poly and completely sealed with duct tape.
- C. Completely seal all openings, including, but not limited to: windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with poly sheeting a minimum of 6-mil thick, and sealed with duct tape.
- D. Install ground cover consisting of one layer of six-mil poly, extending out a minimum of 15 feet from the building foundation in work. Tape and glue ground cover to the building foundation.

3.3 DECONTAMINATION SYSTEM

- A. The Contractor shall establish contiguous to the work area, a decontamination system consisting of equipment room, shower room, and clean room, in series. The only access between contaminated and uncontaminated areas shall be through this decontamination enclosure. If it is not feasible to erect a contiguous decontamination system, the Contractor shall establish a remote decontamination unit in as close proximity to the work area as is feasible. For exterior work, the Contractor shall establish a remote decontamination system at the perimeter of the regulated work area.
- B. Access between rooms in the decontamination system shall be through double-flap curtained openings. The clean room, shower and equipment room within the decontamination enclosure, shall be completely sealed ensuring that the sole source of airflow through this area originates from uncontaminated areas outside the work area.
- C. The Contractor shall establish contiguous with the work area an equipment decontamination enclosure consisting of two totally enclosed chambers divided by a double-flapped curtained opening. This enclosure must be constructed so as to ensure no personnel enter or exit through this unit.
- D. Occupied areas and/or building space not within the work areas shall be separated from asbestos abatement work areas by means of airtight barriers.
- E. Construct the decontamination enclosure system with wood or metal framing, cover both sides with a double layer of 6-mil poly sheeting, completely sealed with spray adhesive, and taped at the joints.
- F. If a Consultant is retained for pre-abatement services, the Contractor and the Consultant shall visually inspect barrier several times daily to assure effective seal and the Contractor shall repair defects immediately.

3.4 ASBESTOS REMOVAL PROCEDURE - GENERAL

- A. The Contractor shall have a designated “competent person” on the Site at all times to ensure establishment of a proper enclosure system and proper work practices throughout project.
- B. Abatement work will not commence until authorized by the Consultant.
- C. The Contractor shall properly coordinate abatement work with other trades, new construction and Site use. The Contractor shall be responsible for addressing any concerns by the Owner and/or Consultant.
- D. With a fine mist, spray ACM with amended water using airless spray equipment or apply approved removal wetting agent to reduce the release of fibers during removal operation.
- E. Remove ACM as appropriate by standard methods. Fill disposal containers as removal proceeds; seal filled containers and clean containers before removal to equipment decontamination enclosure system. Wet clean each container thoroughly, double bag

and apply caution label. Ensure that workers do not exit the work area thorough the equipment decontamination enclosure.

- F. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped, and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are prohibited). During this work, the surfaces being cleaned shall be kept wet.
- G. Sealed disposal containers, and all equipment used in the work area, shall be included in the cleanup and shall be removed from work areas via the equipment decontamination enclosure at an appropriate time in the cleaning sequence. All asbestos waste shall be placed in 6-mil poly disposal bags and then placed in a second (double-bagged) in the equipment decontamination enclosure and properly labelled before removal from the Site.
- H. At any time during asbestos removal, should the Consultant suspect contamination of areas outside the work area(s), they shall cause all abatement work to stop until the Contractor takes the necessary steps to decontaminate these areas, and eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections certify decontamination.
- I. After completion of the initial final cleaning procedure including removal of the inner layers of poly sheeting, but prior to encapsulation, a pre-sealant inspection shall be conducted by the Consultant. The pre-sealant inspection shall verify that ACM and residual dust has been removed from the work area.

3.5 ASBESTOS REMOVAL PROCEDURES - EXTERIOR WINDOWS SYSTEMS

- A. Prior to the removal of window systems, the Contractor shall ensure that work area preparation has been conducted in accordance with Sections 3.2, and 3.3 of this Specification.
- B. Spray asbestos materials with amended water using airless spray equipment, or apply an approved wetting agent to reduce the fiber release during removal operations.
- C. Remove exterior window systems and place directly into durable leak-tight containers, or in two 6-mil poly bags, and properly label.
- D. Surrounding surfaces, such as exterior brick/block, remaining window surfaces, etc. shall be thoroughly cleaned with HEPA-filter vacuum equipment, and wet-wiped to remove all visible dust and debris.
- E. When the Consultant completes their final visual inspection in a satisfactory manner, Contractor shall remove protective poly drop cloths by rolling in all 4 corners of the poly sheets.
- F. Check all ground surfaces in work areas after removal is complete, and the protective ground poly drop cloths have been removed. Remove and dispose any suspect ACM observed on the ground.

3.6 CONSULTANT'S RESPONSIBILITIES

- A. Air sampling may be conducted by the Consultant to ascertain the integrity of the controls that protect the building from asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees, and to comply with OSHA regulations.
- B. The Consultant's project monitor may collect and analyze air samples during the following period:
 - 1. Abatement Period. If required, or retained for this service, the Consultant's project monitor shall collect samples on a daily basis during the work period. A sufficient number of area samples shall be collected outside of the work area and outside of the building to evaluate the degree of cleanliness or contamination of the building during removal. At the discretion of the Asbestos Project Monitor, additional air samples may be collected inside the work area and decontamination enclosure system.
 - a. If the Consultant's Asbestos Project Monitor determines that the building air quality has become contaminated from the abatement project, they shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean-up procedure. The Contractor, via their Asbestos Abatement Contractor, shall conduct a thorough clean-up of the building areas designated by the Consultant. No further removal work may occur until the Asbestos Project Monitor has determined through air sample collection and analysis that the airborne fiber concentrations are at or below the CTDPH re-occupancy standard.
- C. The Asbestos Project Monitor shall provide evaluation of the air quality of the building during removal, using their best professional judgment in respect to the CTDPH guideline of 0.010 fibers/cc, and the background air quality established during the pre-abatement period.
- D. Pre-abatement and abatement air samples shall be collected as required to obtain a volume of 1,200 liters. Samples shall be analyzed by PCM NIOSH 7400 Method.

3.7 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. The Consultant shall conduct inspections throughout the progress of the abatement project. Inspections shall be conducted to document the abatement work progress, as well as the procedures and practices employed by the abatement Contractor.
- B. The Consultant may perform the following inspections during the abatement activities:
 - 1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed 12-hours prior to the time the inspection is needed. If deficiencies are noted during the pre-commencement inspection, the Contractor shall perform the necessary adjustments to obtain compliance.
 - 2. Work Area Inspections. Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the work inspections, the Consultant shall observe the Contractor's removal procedures, verify barrier

integrity, monitor negative air filtration devices, assess project progress, and if deficiencies are noted, inform the abatement Contractor of specific remedial activities.

- C. The Consultant shall perform the following inspections during the abatement activities:
 - 1. Pre-sealant Inspection. Upon the request of the Contractor, the Consultant shall conduct a pre-sealant inspection. The Consultant shall be informed 12-hours prior the time that the inspection is needed. The pre-sealant inspection shall be conducted after completion of the initial cleaning procedures, but prior to encapsulation. The pre-sealant inspection shall verify that all ACM and residual debris have been removed from the work area. If the Consultant identifies residual dust or debris during the pre-sealant inspection, the Contractor shall comply with the request of the Consultant to render the area “dust free”.
 - 2. Final Visual Inspection. Upon request of the abatement Contractor, the Consultant shall conduct a final visual inspection. Following the removal of the inner layer of poly sheeting, but prior to final air clearance, the Consultant shall conduct a final visual inspection inside the work area. If residual dust or debris is identified during the final inspection, the Contractor shall comply with the request of the Consultant to render the area “dust free”.

3.8 ASBESTOS DISPOSAL

- A. Asbestos-containing and/or asbestos-contaminated material disposal must be in compliance with requirements of, and authorized by the EPA, CTDEEP, and the State of Connecticut.
- B. Note some items of work include materials which contain both asbestos and PCBs. Refer also to Section 02084 33 PCB Abatement for disposal requirements for mixed wastes.
- C. Disposal approvals shall be obtained before commencing asbestos removal.
- D. A copy of approved disposal authorization shall be provided to the Owner and the Consultant, and any required federal, state, or local agencies.
- E. Copies of all fully-executed Waste Shipment Records (WSR) will be retained by the Consultant as part of the project file. The Contractor shall document the specific amount of waste on each WSR, portion/location of the Site building it was generated from, and the type of waste. Upon receipt of the ACM waste, the landfill operator will sign the WSR, and the quantity of asbestos debris leaving the Site, and arriving at the landfill is documented for the Owner.
- F. All asbestos debris shall be transported in covered, sealed vans, boxes, or dumpsters, which are physically isolated from the driver by an airtight barrier. All vehicles must be properly-licensed to meet DOT requirements.

- G. Any vehicles used to store or transport ACM will either be removed from the Site at night, or securely locked and posted to prevent disturbance.
- H. Any incident and/or accident that may result in spilling or exposure of asbestos waste outside the containment, on and off the property, and all related issues shall be the sole responsibility of the Contractor.

END OF SECTION 028213

SECTION 028319 – LEAD PAINT AWARENESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of Contract, including General Supplementary Conditions shall apply to this Section.
- B. Fuss & O'Neill EnviroScience, LLC (EnviroScience) Limited Hazardous Building Materials Inspection Report (June 2018).
- C. Asbestos Abatement Section 02 82 13.
- D. Polychlorinated Biphenyl Abatement Section 02 84 33.
- E. Hazardous Materials Abatement Drawing HM-01.

1.2 SUMMARY OF WORK

- A. Work outlined in this Section includes removal of lead painted building components as part of the Window Replacement and Entrances Project (the "Work") in accordance with requirements for lead safe renovation at the Jane Ryan Elementary School located at 190 Park Lane in Trumbull, Connecticut (the "Site"). Required training of the supervisor overseeing and involved in surface preparations and repair operations involving the disturbance of lead paint shall have completed a minimum of 8 hours of training (Lead Safe Renovator) training in accordance with the Environmental Protection Agency (EPA). The Contractor shall be an EPA Certified Lead Safe Renovator.
- B. The EPA Renovation, Repair, and Painting (RRP) requirements apply to buildings that are target housing or child-occupied facilities with children under the age of six. The site is currently utilized as a school and is considered a child occupied structure.
- C. The Contractor shall refer to the Limited Hazardous Building Materials Inspection Report, dated June 2018 for building components identified as having lead paint determined to be toxic by industry standards. The procedures referenced herein shall be utilized during required renovation/demolition work specified elsewhere in the Architect's Specification that might impact lead paint.
- D. The removal of the painted surfaces may result in dust and debris exposing workers to levels of lead above the Occupational Safety and Health Administration (OSHA) "Action Level". Worker protection, training, and engineering controls referenced herein shall be strictly adhered to, until completion of exposure assessment with results indicating exposures below the "Action Level".
- E. The following lead-based painted building materials shall be addressed at the Site as follows:

1955 Windows:

Metal window trim shall be removed in its' entirety. Window system contains asbestos and PCBs. See Sections 02 82 13 Asbestos Abatement Section and 02 84 33 PCB Abatement.

- F. Responsibilities of Lead-Safe Renovation Contractors: The responsible party of the Lead-Safe Renovation Contractor or other entity conducting renovation work shall ensure the following:
1. All persons performing renovation work are responsible persons or employees of the Lead-Safe Renovation Contractors.
 2. A person who is Certified as a Lead-Safe Renovator Supervisor or a licensed Lead Abatement Supervisor (hereinafter referred to as Supervisor) shall be assigned to the project for each contractor performing renovation work where lead paint is to be disturbed and be on-site at all times during Lead-Safe Renovation Work.
 3. Supervisors or have received requisite training as required by EPA or CTDPH regulations.
 4. Prior to the start of work the Lead-Safe Renovation Contractor shall ensure pre-renovation notification requirements for providing EPA Pamphlet are followed.
- G. Responsibilities of Lead-Safe Renovation Supervisors: The responsible party of the Lead-Safe Renovation Contractor shall ensure the following:
1. The Supervisor shall be assigned to the project for each contractor performing renovation work where lead paint is to be disturbed and be on site at all times during Lead-Safe Renovation Work.
 2. The Lead Safe Renovation Supervisor shall oversee and train all workers and ensure that lead safe work practice requirements are utilized in accordance EPA RRP Rule and CTDPH regulations.
 3. Upon the completion of work conduct the required visual clearance inspection and cleaning verification as required by the RRP Rule.
- H. The procedures referenced herein shall be utilized during required renovation work specified elsewhere in the Architect's Specification that might impact lead.
- I. The removal of identified building components may result in dust and debris exposing workers to levels of lead above the OSHA Action Level. Worker protection, training, and engineering controls referenced herein shall be strictly adhered to, until completion of exposure assessment with results indicating exposures below the "Action Level".

**JANE RYAN ELEMENTARY SCHOOL WINDOW REPLACEMENT AND
ENTRANCES PROJECT
BASE BID**

LOCATION OF WORK	SURFACE COMPONENT	ABATEMENT METHOD	ESTIMATED QUANTITY	COMMENTS
MAIN BUILDING				
1955 Windows	Metal Window Components	Remove window components in their' entirety for disposal as part of selective demolition.	Refer to Demolition Drawing	Decontaminate work area to remove any existing dust hazards by wet wiping with TSP and HEPA Vacuuming.

1.3 DEFINITIONS

- A. The following definitions relative to lead paint as used in this Section are offered:
1. **ACTION LEVEL (AL):** The allowable employee exposure, without regard to use of respiratory protection, to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current action level is thirty micrograms per cubic meter of air (30 µg/m³).
 2. **AREA MONITORING:** The sampling of lead concentrations, which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
 3. **BIOLOGICAL MONITORING:** The analysis of a person's blood and/or urine, to determine the level of lead concentration in the body.
 4. **CHANGE ROOM:** An area provided with separate facilities for clean protective work clothing and equipment and for street clothes which prevents cross-contamination.
 5. **COMPETENT PERSON:** A person employed by the Contractor who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them as defined by OSHA.
 6. **EXPOSURE ASSESSMENT:** An assessment conducted by an employer to determine if any employee may be exposed to lead at or above the action level.
 7. **"HIGH EFFICIENCY PARTICULATE AIR" (HEPA):** A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater.
 8. **LEAD:** Refers to metallic lead, inorganic lead compounds and organic lead soaps. Excluded from this definition are other organic lead compounds.
 9. **LEAD WORK AREA:** An area enclosed in a manner to prevent the spread of lead dust, paint chips, or debris resulting from lead-containing paint disturbance.
 10. **LEAD PAINT:** Refers to paints, glazes, and other surface coverings containing a toxic level of lead.
 11. **PERMISSIBLE EXPOSURE LIMIT (PEL):** The maximum allowable limit of exposure to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current PEL is fifty micrograms per cubic meter of air (50 µg/m³). Extended workdays lower the PEL by the formula: PEL equals 400 divided by the number of hours of work.

12. PERSONAL MONITORING: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62 and 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a sphere with a radius of 18 inches and centered at the nose or mouth of an employee.
13. RESOURCE CONSERVATION RECOVERY ACT (RCRA): RCRA establishes regulatory levels of hazardous chemicals. There are eight (8) heavy metals of concern for disposal: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Six (6) of the metals are typically found in paints, excluding selenium and silver.
14. TOXIC LEVEL OF LEAD: A level of lead, when present in dried paint or plaster, contains a level of lead greater than or equal to than 0.50% by dry weight as measured by atomic absorption spectrophotometry (AAS) or 1.0 mg/cm² as measured by on-site testing utilizing an x-ray fluorescence analyzer. (Term is specific to State of CT regulations and HUD guidelines only)
15. TOXICITY CHARACTERISTIC LEACHATE PROCEDURE (TCLP): The U.S. Environmental Protection Agency (USEPA) required sample preparation and analysis for determining the hazard characteristics of a waste material.

1.4 REGULATIONS AND STANDARDS

- A. The following regulations, standards, and ordinances of federal, state, and local agencies are applicable and made a part of this specification by reference:
 1. American National Standards Institute (ANSI)
 - a. ANSI 288.2 - 1980 Respiratory Protection
 2. Code of Federal Regulation (CFR)
 - a. 29 CFR 1910.134 - Respiratory Protection
 - b. 29 CFR 1910.1025 - Lead
 - c. 29 CFR 1926.62 - Lead in Construction Interim Final Rule
 - d. 29 CFR 1910.1200 - Hazard Communication
 - e. 29 CFR 1926.59 - Hazard Communication in Construction
 - f. 29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
 - g. 29 CFR 1926.57 - Ventilation
 - h. 40 CFR 260 - Hazardous Waste Management Systems: General
 - i. 40 CFR 261 - Identification and Listing of Hazardous Waste
 - j. 40 CFR 262 - Generators of Hazardous Waste
 - k. 40 CFR 263 - Transporters of Hazardous Waste
 - l. 40 CFR 264 - Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - m. 40 CFR 265 - Interim Statutes for Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - n. 40 CFR 268 - Lead Disposal Restrictions
 - o. 40 CFR 172 - Hazardous Materials Tables and Communication Regulations
 - p. 40 CFR 178 - Shipping Container Specifications
 - q. 40 CFR 270 and 124 - Hazardous Waste Permits
 - r. Underwriters Laboratories, Inc. (UL)
 - s. UL586 - 1990 High Efficiency Particulate Air Filter Units

1.5 QUALITY ASSURANCE

- A. Hazard Communication Program: The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.
- B. Compliance Plan (Site Specific): The contractor shall establish a written compliance plan, which is specific to the project site, to include the following:
 - 1. Methods of engineering controls to be used to control lead exposure.
 - 2. The proposed technology the Contractor will implement in meeting the PEL.
 - 3. Air monitoring data documenting the source of lead emissions.
 - 4. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
 - 5. Proposed work practice, which establishes proper protective work clothing, hygiene facilities, and practices.
 - 6. Worker rotation schedule, if proposed, to reduce TWA.
 - 7. A description of methods for informing workers of potential lead exposure.
- C. Medical Examinations:
 - 1. Before exposure to lead contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1910.1025 and 29 CFR 1926.62.
 - 2. The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62 within the last year.
 - 3. Medical examination shall include, at a minimum, approval to wear respiratory protection and biological monitoring.
- D. Training: The Contractor shall ensure that workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work in accordance with 29 CFR 1926.62. The Contractor shall be a Certified Lead Safe Renovator. Required training of the supervisor overseeing and involved in surface preparations and repair operations involving the disturbance of lead paint shall have completed a minimum of 8 hours of training (Lead Safe Renovator) training in accordance with the Environmental Protection Agency (EPA). Respiratory Protection Program:
 - 1. The Contractor shall furnish each employee required to wear a negative pressure respirator with a respirator fit test at the time of initial fitting and at least once every six (6) months thereafter as required by 29 CFR 1926.62.
 - 2. The Contractor shall establish a Respiratory Protection Program in accordance with ANSI Z88.2, 29 CFR 1910.134, and 29 CFR 1926.62.

1.6 SUBMITTALS

- A. The Contractor shall submit to the Owner and Consultant the following submittals prior to start of work:
 - 1. Copies of medical records for each employee to be used on the project, including results of biological monitoring and a notarized statement by the examining physician that such an examination took place.
 - 2. Copies of workers' training certificates.
 - 3. Submit record of successful respirator fit testing performed by a qualified individual within the previous six (6) months, for each employee to be used on this project with the employee's name and social security number with each record.

4. The name and address of Contractor's blood lead testing lab, OSHA-Center for Disease Control and Prevention (CDC) listing, and Certification in the State of Connecticut.
 5. The name and address of Contractor's personal air monitoring and waste disposal lead testing laboratory/ies.
 6. Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site.
- B. The Contractor shall submit to the Owner and Consultant the following submittals during the job:
1. Results from personal air samples.
 2. Medicals, certificates, and fit test 24 hours in advance of any new employee starting on the project.
- C. The Contractor shall submit to the Owner and Consultant the following submittals upon completion of the work:
1. Copies of manifests and receipts acknowledging disposal of all hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

1.7 PERSONAL PROTECTION

- A. Exposure Assessment:
1. The Contractor shall determine if any worker will be exposed to lead at or above the action level.
 2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
 3. The exposure assessment shall be achieved by obtaining personal monitoring samples representative of a full shift at least (8-hour TWA).
 4. During the period of the exposure assessment, the Contractor shall institute the following procedures for protection of workers:
 - a. Protective clothing shall be utilized
 - b. Respiratory protection
 - c. Change areas shall be provided
 - d. Hand washing facilities and shower
 - e. Biological monitoring
 - f. Training of workers
- B. Respiratory Protection:
1. The Contractor shall furnish appropriate respirators approved by NIOSH/MSHA for use in atmospheres containing lead dust.
 2. Respirators shall comply with the requirements of 29 CFR 1926.62.
 3. Workers shall be instructed in all aspects of respiratory protection.
 4. The Contractor shall have an adequate supply of HEPA filter elements and spare parts on site for all types of respirators in use.
 5. The following minimum respirator protection for use during paint removal or demolition of components and surfaces with lead paint shall be the 1/2 mask air purifying respirator with high efficiency filters for exposures (not in excess of 500 up/m³ or 10 x PEL).

- C. Protective Clothing:
1. Personal protective clothing shall be provided for all workers, supervisors, and authorized visitors entering the work area.
 2. Each worker shall be provided with a minimum of two (2) complete disposable coverall suits.
 3. Removal workers shall not be limited to two (2) suits, and the Contractor shall supply additional suits as necessary.
 4. Under no circumstances shall anyone entering the abatement area be allowed to re-use a contaminated disposable suit.
 5. Disposable suits, such as TYVEK suits, and other personal protective equipment (PPE) shall be donned prior to entering the lead control area. A change room shall be provided for workers to put on suits and other personal protective equipment with separate areas to store their street clothes.
 6. Eye protection for personnel engaged in lead operations shall be furnished when the use of a full-face respirator is not required.
 7. Goggles with side shields shall be worn when working with power tools or a material that may splash or fragment, or if protective eye wear is specified on the Safety Data Sheet (SDS) for a particular product to be used on the project.

1.8 PERSONAL MONITORING

- A. General. The Contractor is required to perform the personal air sampling activities during lead paint disturbing work. The results of such sampling shall be posted, provided to individual workers, and submitted to the Owner as described herein.
- B. Sampling. Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day after the first day if working conditions remain unchanged, but must be taken every time there is a change in removal operations, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-weighted averages (TWA). The Contractor is responsible for personal sampling as outlined in OSHA Standard 29 CFR 1926.62 and 29 CFR 1910.1025.
- C. Sampling Results. Air sampling results shall be reported to individual workers in written form no more than forty-eight (48) hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in micrograms/cubic meter ($\mu\text{g}/\text{m}^3$).
- D. Testing Laboratory. The Contractor's testing lab shall be participating in AIHA's Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Consultant for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner prior to use. Any requests for substitution shall be provided in writing to the Owner. The request shall clearly state the rationale for the substitution.
- B. Submit to the Owner product data of all materials and equipment and samples of all materials to be considered as an alternate.
- C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, SDS, and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.
- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

2.2 MATERIALS AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, and air filters.
- D. Materials:
 - 1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.
 - 2. Polyethylene disposable bags shall be six (6) mil. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed, and looped to secure filled plastic bags.
 - 3. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
 - 4. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with EPA and DOT standards.)
 - 5. HEPA filtered exhaust systems shall be used during powered dust generating abatement operations. The use of powered equipment without HEPA exhausts is prohibited.

2.3 TOOLS AND EQUIPMENT

- A. Provide suitable tools for all lead disturbing operations.

- B. The Contractor shall have available power cables or sources such as generators (where required).
- C. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining 99.97% of all monodispersed particles of 0.3 micrometers in diameter.

PART 3 – EXECUTION

3.1 WORKER PROTECTION/TRAINING

- A. The Contractor shall provide appropriate training, respiratory and other personal protection, and biological monitoring for each worker and ensure proper usage during potential lead exposure and the initial exposure assessment.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is responsible for establishing and maintaining controls referenced herein to prevent dispersal of lead contamination from the lead work area.
- B. The Contractor is also responsible for conducting work with applicable federal, state, and local regulations as referenced herein.

3.3 WORKER HYGIENE PRACTICES

- A. Required during initial exposure assessment and if results of air sampling are above OSHA Action Level.
- B. Work Area Entry. Workers shall don personal protective equipment prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.
- C. Work Area Departure. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.
- D. Hand washing Facilities. All workers must wash their hands and faces upon leaving the work area.
- E. Equipment. All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from the work area.
- F. Prohibited Activities. Under no circumstances shall workers eat, drink, smoke, chew gum, or tobacco, or remove their respirators in the work area.
- G. Shock Hazards. The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground fault circuit interrupters (GFCI).

3.4 LEAD WORK AREA

- A. The Contractor shall place signs and other barriers or other appropriate means necessary to ensure the security of the Work Area. Warning signs shall be posted in accordance with 29 CFR 1926.62 at all entrances and exits from the work area. Signage shall be a minimum of 20" x 14" and shall state the following:

**DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THE AREA**

- B. The Contractor shall designate a change room as specified in this Section. The change room shall consist of two (2) layers of sheeting on the floor surface adjacent to the lead work area. The change room shall have separate storage facilities for street clothes to avoid cross contamination.
- C. The Contractor shall provide potable water for hand and face washing and provide a portable shower unit.
- D. Requirements for Exterior Renovations: The following minimum work practices shall be utilized during Renovation Work to ensure proper protection of areas outside of the Work Area do not become contaminated by the Renovation Work, to facilitate post cleaning and to protect existing property.
1. Where renovation work involves the disturbance of lead paint, lead painted structures or lead paint debris on the side of a building, all doors and windows within a horizontal distance of 20 feet from the area where the work is taking place, on the same floor, and all floors below, shall be closed for the duration of the work.
 2. The ground and any plants or shrubs in the area shall be covered with a tarpaulin, plastic sheeting, or other appropriate impermeable material. The covering shall extend 10 feet from the surfaces to be disturbed or a sufficient distance to collect any and all falling paint debris whichever is greater.
 3. Exterior renovation work shall be conducted in a manner to confine any generated lead dust or debris to the Work Area, and in no circumstances shall the migration of lead dust or debris be permitted to an abutting property.
 4. Paint chips or other materials containing lead during work operations shall not be allowed to fall distances in excess of 40 feet without the use of a dust-tight chute or enclosure.

3.5 WORK AREA CLEAN UP

- A. The Contractor shall remove all loose chips and debris from floor/ground surfaces and place in hazardous waste disposal bags including all interior and exterior surfaces which may have become contaminated with lead dust or debris
- B. The Contractor shall HEPA vacuum adjacent surfaces to remove dust and debris and clean with wet wiping or washing with solutions of tri-sodium phosphate or household detergent.

- C. Polyethylene sheeting and other barriers utilized to separate the Work Area from non-Work Areas shall remain in place until thorough cleaning and verification has been performed.
- D. The Lead-Safe Renovator Supervisor shall perform post cleaning visual inspection and for interior areas which may have been contaminated by the work comparison to Post-Cleaning Verification Card and ensure all surfaces meet clearance.

3.6 WASTE DISPOSAL

- A. The Contractor shall segregate all paint debris resulting from surface preparation for disposal as hazardous waste.
- B. Cost for disposal of hazardous lead paint debris shall be included in the bid.
- C. The Contractor's contractual liability shall be the proper disposal of all non-hazardous and hazardous wastes generated at the site in accordance with all applicable federal, state, and local regulations as referenced herein.
- D. The EPA Resource Conservation and Recovery Act (RCRA) defines toxic concentrations for lead which is commonly identified in paint to be greater than 5.0 milligrams per liter (mg/L), or parts per million (ppm). The only identified LBP component identified were the metal window components associated with the 1955 window systems. The metal window components associated with the 1955 windows were determined to contain a lead concentration of 1.1 mg/cm². TCLP analysis is necessary to satisfy landfill requirements for waste characterization. The Contractor shall retain the Environmental Consultant as necessary to collect waste characterization samples for TCLP analysis, as is required by the disposal site. Sample collection and TCLP analysis costs shall be incurred by the Contractor. Results of the TCLP analysis shall be forwarded by the Environmental Consultant to the Contractor prior to the waste being transported off Site. The Contractor shall factor in time for TCLP testing, TCLP analysis and staging of waste as necessary to complete the waste profile and subsequent landfill facility acceptance of waste. Pending the results of TCLP testing, it is anticipated that the waste stream will be non-hazardous based on the low concentration of LBP on the metal window component. Window systems were determined to contain asbestos and PCBs. See Sections 02 82 13 Asbestos Abatement Section and 02 84 33 PCB Abatement.
- E. Plastic sheeting and personal protective equipment utilized during the Renovation Work shall be cleaned and disposed of as non-hazardous waste at the conclusion of work.

END OF SECTION 028319

SECTION 028433 – POLYCHLORINATED BIPHENYL ABATEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of Contract, including General Supplementary Conditions shall apply to this Section.
- B. Fuss & O'Neill EnviroScience, LLC (EnviroScience) Limited Hazardous Building Materials Inspection Report dated June 2018.
- C. Unit Price Section 012200.
- D. Asbestos Abatement Section 028213.
- E. Lead Paint Awareness Section 028319.
- F. Hazardous Materials Abatement Drawing HM-01.

1.2 CONSULTANT

- A. The Owner shall retain a Consultant for the purposes of project management and monitoring during presumed Polychlorinated Biphenyl (PCB) Bulk Product Waste Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner. The PCB Abatement Contractor, Asbestos Abatement Contractor, and/or Demolition Contractor (collectively the "Contractor") shall regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly, but not limited to the following:
 - 1. Work area approval
 - 2. Monitoring results review
 - 3. Various segments of work completion
 - 4. Abatement final completion
 - 5. Data submission review
 - 6. Daily field punch list items

1.3 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal and disposal of the presumed greater than or equal to ($\geq$) 50 parts per million (ppm) PCB-containing material (PCB Bulk Product Waste) impacted during the Window Replacement and Entrances (the "Work") at the Jane Ryan Elementary School located at 190 Park Lane in Trumbull, Connecticut (the "Site").
- B. The removal and disposal of presumed PCB Bulk Product Waste will be performed in accordance with 40 CFR 761.62 (b) as Performance Based Disposal.

- C. Work outlined in this Section includes all work necessary for the removal and disposal of PCB Remediation Waste in the form of containment barriers, personal protective equipment, cleaning supplies, and waste water generated during the Work at the Site. The removal and disposal of PCB Remediation Waste will be performed in accordance with 40 CFR 761.61 (b) as Performance Based Disposal.
- D. The Work of this Section includes the following:
 - 1. Site preparation and controls to facilitate remediation of presumed PCB Bulk Product Waste. Containment procedures for materials referenced for the abatement zone must be utilized for PCB Waste removal.
 - 2. Health and Safety in accordance with Occupational Safety and Health Administration (OSHA) requirements.
 - 3. Removal, packaging, transportation, and disposal of materials included in the Base Bid table in Section 1,10 as PCB Bulk Product Waste at a facility permitted to accept PCB Bulk Product Waste. Note that the window caulking (1955 Windows) compound identified in the Bid Table also contains > 1% asbestos and the window glazing (Octagon-shaped section of building windows) contain <1% asbestos and shall be removed and disposed of as PCB Bulk Product and ACM mixed waste.
 - 4. Removal, packaging, transportation, and disposal of containment, personal protection equipment (PPE), cleaning materials and supplies, and waste generated during removal of presumed PCB Bulk Product Waste as PCB Remediation Waste at a facility permitted to accept PCB Remediation Waste.
 - 5. Cleaning of the work areas following complete removal of presumed PCB Bulk Product Waste and PCB Remediation Waste.
 - 6. Recordkeeping and distribution as required in accordance with EPA Title 40 CFR, Part 761.125 (c)(5).

1.4 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern the Work.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all materials and labor necessary for the completion of the Work in accordance with the intent of the Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts between Contract Documents.

- F. All items, not specifically mentioned in the Specifications, but implied by trade practices to complete the Work, shall be included.

1.5 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the Site facilities and difficulties attending the execution of the Work, and has based their bid price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing Site conditions.

1.6 CONTRACTOR QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in PCB Waste abatement projects, listing no less than three completed projects in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project supervisor and all on-site personnel. The information to be included is as follows:
 - 1. Project Name and Address
 - 2. Owner's Name and Address
 - 3. Architect/Consultant
 - 4. Contract Amount
 - 5. Date of Completion
 - 6. Extras and Changes
- B. Submit a written statement regarding whether the Contractor has ever been cited for non-compliance with federal or state regulations pertaining to worker protection, removal, transport, or disposal related to PCBs or other hazardous materials.

1.7 CONSTRUCTION PROGRESS SCHEDULE

- A. To assure adequate planning and execution of the Work and to assist the Consultant in reviewing the justification for the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.
- B. The Contractor shall supervise and direct all work of theirs and other trades using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- C. Due to the nature of this construction work, the scheduling or phasing of work under this Contract may be adjusted by the Owner. As long as the scope of work is not altered, adjustments to the project phasing shall have no effect on the contract price.
- D. The Contractor and any Subcontractors shall attend a pre-construction meeting. The assigned Supervisor must attend this meeting.

1.8 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name, address, and qualifications of proposed laboratories intended to be utilized for sample analysis, as required by this Section.

1.9 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a competent Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving PCB abatement, as described in this Specification, and defined in applicable regulations, and have full-time daily supervision of the same. The Supervisor shall be the competent person as defined by OSHA regulations.
- B. The Contractor shall furnish all labor, materials, facilities, equipment, installation services, employee training, permits, licenses, certifications, agreements, and incidentals necessary to perform the specified work. Work shall be performed in accordance with the Contract Documents, the latest regulations from OSHA, the United State Environmental Protection Agency (EPA), and all other applicable federal, state, and local agencies. Whenever the requirements of the above references conflict or overlap, the more stringent provision shall apply.
- C. All project personnel engaged in the work covered under this section shall be trained in accordance with OSHA Title 29 CFR, Parts 1910.1000 and 1910.1200.
- D. This Section specifies the procedures for removal and disposal of removed materials as presumed PCB Bulk Product Waste.
- E. This Section also specifies the procedures for removal of containment, PPE, cleaning materials and supplies, and waste generated during removal of presumed PCB Bulk Product Waste and disposal of containment, PPE, cleaning materials and supplies, and waste generated during removal of presumed PCB Bulk Product Waste as PCB Remediation Waste.
- F. Subsequent cleaning of all adjacent surfaces upon completion of Work is also included in this Section.
- G. Disturbance or removal of PCB-containing material may cause a health hazard to workers and building occupants. The Contractor shall disclose to workers, supervisory personnel, sub-contractors, and consultants who will be at the Site of the seriousness of the hazard and proper work procedures that must be followed.
- H. During performance of the Work, workers, supervisory personnel, Subcontractors, or consultants who may encounter, disturb, or otherwise function in the immediate vicinity of the PCB-containing material, shall take continuous measures as necessary to protect workers from the hazard of exposure. Such measures shall include the procedures and methods described in this Section, OSHA regulations, EPA regulations, and local requirements, as applicable.
- I. If requested or required by local, state, federal, and any other authorities having jurisdiction over such work, the Contractor shall allow the Work of this Contract to be inspected. The Contractor shall immediately notify the Owner and the Consultant, and shall maintain written evidence of such inspection for review by the Owner and the Consultant.

- J. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance, as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance, or negligence.
- K. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

1.10 PROJECT DESCRIPTION

- A. The base bid includes the removal, packaging, transporting, and disposal of the presumed PCB Bulk Product Waste and PCB Remediation Waste as identified herein, conducted by workers in accordance with OSHA, EPA, and Connecticut Department of Energy and Environmental Protection (CTDEEP) regulations. The base bid will include the cost for removal, packaging, transporting, and disposing presumed PCB Bulk Product Waste and PCB Remediation Waste.
- B. The quantities listed herein are estimates only, and should be verified on-site by the Contractor.
- C. This bid includes the following:

BASE BID – PRESUMED PCB BULK PRODUCT WASTE (>50 ppm)

LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY
1955 Windows		
Exterior windows and window/door systems	Window caulking compound <i>(Also Contains Asbestos > 1%. See Section 028214 Asbestos Abatement for Additional Information)</i>	22 Openings 900 LF
	Window glazing compound	22 Openings 3,000 LF
	Window/door system caulking compound <i>(Also Contains Asbestos > 1%. See Section 028214 Asbestos Abatement for Additional Information)</i>	2 Openings 60 LF
Octagon-Shaped Section of Building - Windows		
Exterior windows	Window caulking compound	14 Openings 630 LF
	Window glazing compound <i>(Also Contains Asbestos > 1%. See Section 028214 Asbestos Abatement for Additional Information)</i>	14 Openings 2,600 LF

LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY
	Window/door caulking compound	3 Openings 160 LF

BASE BID –PCB REMEDIATION WASTE

LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY
Throughout	Containment, PPE, Cleaning Materials & Supplies, & Waste Generated During Removal of PCB Waste	All

- D. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to Site delivery.
- E. The Contractor shall be responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) power panels, installed by a State of Connecticut-licensed electrician, permitted as required, and located outside of the work area.

1.11 DEFINITIONS

- A. The following definitions relative to PCB abatement shall apply:

1. Abatement – Procedures to control PCB release from PCB Bulk Product Waste and PCB Remediation Waste; includes removal, encapsulation, and enclosure.
2. Air Monitoring – The process of measuring PCB concentrations of an area or exposure of a person.
3. CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act (Title 42 CFR, Parts 9601-9657).
4. Chemical Waste Landfill – A landfill at which protection against risk of injury to health or the environment from migration of PCBs to land, water, or the atmosphere is provided from PCBs and PCB Items deposited therein by locating, engineering, and operating the landfill as specified in EPA Title 40 CFR, Part 761.75.
5. Cleanup Site – The areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of a cleanup of PCB Remediation Waste, regardless of whether the Site was intended for management of waste.
6. Competent Person – As defined by OSHA, a representative of the Contractor who is capable of identifying existing PCBs hazards in the workplace and selecting the appropriate control strategy for PCB exposure. Person who has authority to take prompt corrective measures to eliminate such hazards during PCB removal.
7. Consultant – Fuss & O'Neill EnviroScience, LLC
8. Containment – An enclosure within the building which establishes a contaminated area, and surrounds the location where PCB and/or other toxic or hazardous substance removal is performed, and establishes a Control Work Area.
9. Designated Facility – An off-site disposer or commercial storer of PCB-containing waste designated on the manifest as the facility that will receive a manifested shipment of PCB containing waste.

10. Disposal – An intentional or accidental act of discarding, throwing away, completing, or terminating the useful life of PCBs and PCB-containing items. Disposal includes spills, leaks, and other uncontrolled discharges of PCBs, as well as actions related to containing, transporting, destroying, degrading, decontaminating, or confining PCBs and PCB items.
11. DOT – The United States Department of Transportation.
12. EPA Identification Number – The 12-digit number assigned to a facility by EPA upon notification of PCB waste activity under EPA Title 40 CFR, Part 761.205.
13. Excluded PCB Product – A PCB-containing material which is determined by laboratory analysis to contain concentrations of PCBs less than 50 ppm, and meets the requirements of EPA Title 40 CFR, Part 761.3.
14. Fixed Object – Mechanical equipment, electrical equipment, fire detection systems, alarms, or all other fixed equipment, fixtures, or items which cannot be removed from the work area.
15. Generator of PCB Waste – Any person who acts, processes, or produces PCBs that are regulated for disposal under EPA Title 40 CFR, Part 761, Subpart D, whose act first causes PCBs or PCB-containing items to become subject to the disposal requirements of EPA Title 40 CFR, Part 761, Subpart D, or who has physical control over the PCBs when a decision is made that the use of the PCBs has been terminated, and is therefore subject to the disposal requirements of EPA Title 40 CFR, Part 761, Subpart D. Unless another provision of EPA Title 40 CFR, Part 761 specifically requires a site-specific meaning, “generator of PCB waste” includes all of the sites of PCB waste generation owned or operated by the person who generates PCB waste.
16. GFCI – Ground Fault Circuit Interrupter
17. HEPA – High Efficiency Particulate Air
18. HEPA Filter – Filter in compliance with ANSI Z9.2 1979.
19. HEPA Vacuum Equipment – Vacuum equipment equipped with a HEPA filter system for filtering the air effluent.
20. High Occupancy Area – Any area where PCB Remediation Waste has been disposed on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: 840 hours or more (an average of 16.8 hours or more per week) for non-porous surfaces and 335 hours or more (an average of 6.7 hours or more per week) for PCB Remediation Waste. Examples might include a residence, school, day care center, sleeping quarters, a single or multiple occupancy 40-hours per week work station, a school classroom, a cafeteria in an industrial facility, a control room, or a work station at an assembly line.
21. Incinerator – An engineered device using controlled flame combustion to thermally degrade PCBs and PCB Items. Examples of devices used for incineration include rotary kilns, liquid injection incinerators, cement kilns, and high temperature boilers.
22. Laboratory – A facility that analyzes samples for PCBs and is unaffiliated with any entity whose activities involve PCBs.
23. Large PCB Mark (M_L) – Mark that includes letters and striping on a white or yellow background, and shall be sufficiently durable to equal or exceed the life (including storage for disposal) of the PCB Article, PCB Equipment, or PCB Container. The size of the mark shall be at least six inches (6”) on each side. If the PCB Article or PCB Equipment is too small to accommodate this size, the mark may be reduced in size proportionately down to a minimum of two inches on each side.
24. Liquid PCBs – A homogenous flowable material containing PCBs, and no more than 0.5 percent by weight of non-dissolved material.

25. Low Occupancy Area – Any area where PCB Remediation Waste has been disposed on-site, and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for PCB Remediation Waste. Examples might include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an un-occupied area outside a building, an electrical equipment vault, or in the non-office space in a warehouse where occupancy is transitory).
26. Manifest – The shipping document EPA form 8700–22, and any continuation sheet attached to EPA form 8700–22, originated and signed by the generator of PCB-containing waste. For CTDEEP Waste use on a non-hazardous waste shipment record.
27. Mark – The descriptive name, instructions, cautions, or other information applied to PCBs, and PCB Items, or other objects.
28. Marked – The marking of PCB Items and PCB storage areas and transport vehicles by means of applying a legible mark by painting, fixation of an adhesive label, or by any other method that meets the requirements of the EPA Title 40 CFR, Part 761.
29. Movable Object – Unit of equipment or furniture in the work area that can be removed from the work area.
30. Municipal Solid Waste – Garbage, refuse, sludges, wastes, and other discarded materials resulting from residential and non-industrial operations and activities, such as household activities, office functions, and commercial housekeeping wastes.
31. Negative Air Pressure Equipment – A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas), and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
32. Non-Liquid PCBs – Materials containing PCBs that by visual inspection do not flow at room temperature (25°C or 77°F), or from which no liquid passes when a 100 gram or 100 milliliter representative sample is placed in a mesh number 60 $\pm$ 5 percent paint filter and allowed to drain at room temperature for five minutes.
33. Non-Porous Surface – A smooth, unpainted solid surface that limits penetration of liquid-containing PCBs beyond the immediate surface. Examples include smooth uncorroded metal, natural gas pipe with a thin porous coating originally applied to inhibit corrosion, smooth glass, smooth glazed ceramics, impermeable polished building stone such as marble or granite, and high density plastics, such as polycarbonates and melamines, which do not absorb organic solvents.
34. On-Site – Within the boundaries of a contiguous property unit.
35. Owner: An employee or executive who has the principle responsibility for a process, program, or project.
36. PCB(s) – A chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances that contain such substance. Refer to EPA Title 40 CFR, Part 761.1(b) for applicable concentrations of PCBs. PCB and PCBs as contained in PCB items are defined in EPA Title 40 CFR, Part 761.3.
37. PCB Article – A manufactured article, other than a PCB Article Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs. Includes capacitors, transformers, electric motors, pumps, pipes, and other manufactured item which (1) is formed to a specific shape or design during manufacture, (2) has end use function(s) dependent in whole or in part upon its shape or design during end use, and (3) has either no change of chemical composition during its end use, or only those changes of composition that have no commercial purpose separate from that of the PCB Article.

38. PCB Article Container – A package, can, bottle, bag, barrel, drum, tank, or other device used to contain PCB Articles or PCB Equipment, and whose surface(s) has not been in direct contact with PCBs.
39. PCB Bulk Product Waste – A waste derived from manufactured products containing PCBs in a non-liquid state, at any concentration where the concentration at the time of designation for disposal is greater than ($\geq$) 50 ppm PCBs. Does not include PCBs or PCB Items regulated for disposal under EPA Title 40 CFR Parts 761.60(a)-(c), 761.61, 761.63, or 761.64. PCB Bulk Product Waste is further defined in EPA Title 40 CFR, Part 761.3.
40. PCB Capacitor – A capacitor that contains $\geq$ 500 ppm PCBs. Concentration assumptions applicable to capacitors appear under EPA Title 40 CFR, Part 761.2.
41. PCB-Containing Materials – For the purposes of this Work means those materials containing $<$ 50 ppm PCBs, which have been documented as Excluded PCB Products, and are therefore not subject to the requirements of EPA Title 40 CFR, Part 761, but include CTDEEP regulated concentrations of PCBs requiring proper removal and disposal in accordance with this Section.
42. PCB Equipment – A manufactured item, other than a PCB Article Container, which contains a PCB Article or other PCB Equipment, and includes microwave ovens, electronic equipment, and fluorescent light ballasts and fixtures.
43. PCB Item – A PCB Article, PCB Article Container, PCB Container, PCB Equipment, or anything that deliberately or unintentionally contains, or has as a part of it any PCB or PCBs.
44. PCB Remediation Waste – Waste containing PCBs in concentrations greater than 1 ppm as a result of a spill, release, or other unauthorized disposal.
45. PCB Waste(s) – PCBs and PCB Items that are subject to the disposal requirements of EPA Title 40 CFR, Part 761, Subpart D or Connecticut General Statute (CGS 22a463-468).
46. Porous Surface – A surface that allows PCBs to penetrate or pass into itself including, but not limited to, paint or coating on metal, corroded metal, fibrous glass or glass wool, unglazed ceramics, ceramics with a porous glaze, porous building stone such as sandstone, travertine, limestone, or coral rock, low-density plastics such as Styrofoam and low-density polyethylene (poly), coated (varnished or painted) or uncoated wood, concrete or cement, plaster; plasterboard, wallboard, rubber, fiberboard, chipboard, asphalt, or tar paper. For purposes of cleaning and disposing of PCB Remediation Waste, porous surfaces have different requirements than non-porous surfaces.
47. RCRA – The Resource Conservation and Recovery Act (EPA Title 40 CFR, Parts 260 - 265).
48. Regulated Work Area – An area established by the employer to demarcate where PCB abatement is conducted and any adjoining area where debris, and waste from such abatement work accumulate.
49. Standard Wipe Sample – A sample collected for chemical extraction and analysis using the standard wipe test as defined in EPA Title 40 CFR, Part 761.123. Except as designated elsewhere in EPA Title 40 CFR, Part 761, the minimum surface area to be sampled shall be 100 square centimeters (cm²).
50. Storage for Disposal – Temporary storage area for PCBs that have been designated for disposal.
51. SW-846 – The document having the title “SW-846, Test Methods for Evaluating Solid Waste”.
52. Totally Enclosed Manner – A manner that will ensure no exposure of human beings or the environment to a concentration of PCBs.

- 53. Transfer Facility – A transportation-related facility including loading docks, parking areas, and other similar areas where shipments of PCB waste are held during normal transportation. Transport vehicles are not transfer facilities under this definition, unless they are used for the storage of PCB waste, rather than for actual transport activities. Storage areas for PCB waste at transfer facilities are subject to the storage facility standards of EPA Title 40 CFR, Part 761.65, but such storage areas are exempt from the approval requirements of EPA Title 40 CFR, Part 761.65(d) and the recordkeeping requirements of EPA Title 40 CFR, Part 761.180, unless the same PCB waste is stored there for a period of more than 10 consecutive days between destinations.
- 54. Transporter of PCB Waste – For the purposes of Title 40 CFR, Part 761, Subpart K, any person engaged in the transportation of regulated PCB waste by air, rail, highway, or water for purposes other than consolidation by a generator.
- 55. Transport Vehicle – A motor vehicle or rail car used for the transportation of cargo by any mode. Each cargo-carrying body (e.g., trailer, railroad freight car) is a separate transport vehicle. TSCA means the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).
- 56. TSCA – The Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

1.12 SUBMITTALS

- A. The Contractor shall submit the following to the Consultant in one complete package prior to the pre-construction meeting, and no later than 10 business days prior to the anticipated start of the Work:
 - 1. Site-Specific Health and Safety Plan (HASP): The Contractor shall prepare a site-specific HASP plan for protection of workers and control of the work site in accordance with OSHA regulatory requirements (Title 29 CFR, Part 1910.120). The HASP shall govern all work conducted at the site during the removal of presumed PCB-Containing Materials and related debris, waste handling, sampling, waste management, and waste transportation. At a minimum, the HASP shall address the requirements set forth in OSHA Title 29 CFR, Part 1910.120, as further outlined below:
 - a. Health and Safety Organization
 - b. Site Description and Hazard Assessment
 - c. Training
 - d. Medical Surveillance
 - e. Work Areas
 - f. Personal Protective Equipment
 - g. Personal Hygiene and Decontamination
 - h. Standard Operating Procedures and Engineering Controls
 - i. Emergency Equipment and First Aid Provisions
 - j. Equipment Decontamination
 - k. Air Monitoring
 - l. Telephone List
 - m. Emergency Response and Evacuation Procedures and Routes
 - n. Site Control
 - o. Permit-Required Confined Space Procedures
 - p. Spill Prevention and Countermeasure Contingency Plan (SPCC)
 - q. Heat and Cold Stress
 - r. Recordkeeping
 - s. Community Protection Plan

2. Employee Training, Medical, and Fit Test Documentation: The Contractor submit the following documentation:
 - a. Documentation of Training for all employees and Sub-contractors to be used for the removal work.
 - b. Medical clearance and respirator fit test records of each employee who may be on the project site.
 3. PCB and or other Toxic or Hazardous Substances Disposal Plan: A written plan that details the Contractor's plan for transportation and disposal of PCB-Containing Materials, or other Toxic or Hazardous Substance wastes generated during the project. The Disposal Plan shall identify:
 - a. The Contractor's insurance certificate and landfill's operating permits and insurance certificates.
 - b. Waste packaging, labeling, placarding, and manifesting procedures.
 - c. The name, address, and 24-hour contact number for the proposed treatment or disposal facility, or facilities to which waste generated during the project will be transported.
 - d. The name, address, contact person(s) and state-specific permit numbers for proposed waste transporters, and EPA and DOT identification number for firms that will transport PCB-Containing Material waste.
 - e. The license plate numbers of vehicles to be used in transporting of the waste from the Site to the disposal facility.
 - f. The route(s) by which the waste will be transported to the designated disposal facility, and states or territories through which the waste will pass.
 4. Safety Data Sheets (SDS): SDS and manufacturer's information shall be provided for all chemicals and materials to be used during the project including, but not limited to: specialty cleaners and chemical stripping products.
 5. Air Sampling Professional Qualifications: The qualifications of the air sampling professional that the Contractor proposed to use for this project to perform OSHA-required employee exposure monitoring.
- B. The following documents shall be submitted to the Consultant within 15 working days following removal of waste from the Site:
1. Waste Profile Sheets
 2. Pre-Disposal Analysis Test Results (if required by disposal facility)
 3. Waste Manifests signed by the disposal facility
 4. Tipping Receipts provided by the disposal facility
 5. Certification of Final Treatment/Disposal signed by the responsible disposal facility official
- C. The following shall be submitted to the Consultant at the completion of the Work:
1. Disposal Site Receipts: Copy of waste shipment record(s) and disposal site receipt(s) that indicate that PCB-Containing Materials or other Toxic, or Hazardous Substances materials have been properly disposed.
 2. Product Data: Catalog sheets, specifications, and application instructions for any removal products, if used.

1.13 REGULATIONS AND STANDARDS

- A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to PCB abatement. Specifically, the Contractor shall comply with the requirements of the following:
1. EPA TSCA (Title 40 CFR, Part 761);
 2. OSHA Hazardous Waste Operations and Emergency Response Regulations (Title 29 CFR, Parts 1910.120);
 3. OSHA Respiratory Protection Standard (Title 29 CFR, Part 1910.134);
 4. OSHA Hazard Communication (Title 29 CFR, Part 1910.1200);
 5. Department of Transportation (DOT) Hazardous Waste Transportation Regulations (Title 49 CFR, Parts 170 – 180);
 6. CTDEEP Regulations; Including Connecticut General Statue (CGS) 22a-463-468;
 7. 2003 International Building Code as adopted by the 2005 State of Connecticut Building Code including the 2009, 2011, 2013 and 2016 amendments;
 8. Life Safety Code (National Fire Protection Association [NFPA]);
 9. Local health and safety codes, ordinances or regulations pertaining to PCB remediation and all national codes and standards including ASTM, ANSI, and Underwriter's Laboratories.

1.14 POSTING AND RECORD MAINTENANCE REQUIREMENTS

- A. The following items shall be conspicuously displayed proximate but outside of removal work areas.
1. Exit Routes: Emergency exit procedures and routes
 2. Emergency Phone Numbers: A list indicating the telephone numbers and locations of the local hospital(s); the local emergency squad; the local fire department, the local police department, the Poison Control Center, Chemical Emergency Advise (CHEMTREC), the local Department of Health's local office, the Remediation Contractor (on-site and after hours numbers), and the environmental consultant (on-site and after hours contact numbers).
 3. Warning Signs: Warning signs shall be in English and the language of any workers on-site who do not speak English, and be of sufficient size to be clearly legible and display the following or similar language in accordance with OSHA Title 29 CFR, Part 1910.1200:

**WARNING
HAZARDOUS WASTE WORK AREA
PCBs-POISON
NO SMOKING, EATING OR DRINKING
AUTHORIZED PERSONNEL ONLY
PROTECTIVE CLOTHING IS REQUIRED IN THIS AREA**

In addition, all entrances to work areas shall be posted with a PCB M_L large marker.

- B. The Contractor shall maintain the following items on-site and available for review by all employees and authorized visitors:
 - 1. Contractor's Site-Specific HASP.
 - 2. Documentation of Training, Medical Clearance, and Fit Test Records for all employees and the project Supervisor.
 - 3. Codes, Standards, and Publications.
 - 4. SDS for all chemicals used during the project.
 - 5. Copies of Contractor's written hazard communication, respiratory protection, and confined space entry programs.
- C. Fees, Permits, and Licenses: The Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing in the performance of the work specified in this Section.
 - 1. The Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Contractor shall hold the Owner and the Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights.
 - 2. The Contractor shall be responsible for securing all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.15 MINIMUM REQUIREMENTS FOR WORKER HEALTH AND SAFETY

- A. The Contractor is responsible and liable for the health and safety of all on-site personnel and the off-site community affected by the Work. All on-site workers or other persons entering the abatement work areas, decontamination areas, or waste handling and staging areas shall be knowledgeable of and comply with the requirements of the site-specific HASP at all times. The Contractor's HASP shall comply with all applicable federal, state, and local regulations protecting human health and the environment from the hazards posed by the Work.
- B. Consistent disregard for the provisions of the HASP shall be deemed as sufficient cause for immediate stoppage of work and termination of the Contract or any Sub-contracts without compromise or prejudice to the rights of the Owner or Consultant.
- C. Any discrepancies between the Contractor's HASP and these Specifications or federal, state, and local regulations shall be resolved in favor of the more stringent requirements that provide the highest degree of protection to the project personnel, the surrounding community, and the environment.
- D. In addition to exposure concerns relating to the presence of PCBs, other health and safety considerations will apply to the Work. The Contractor shall be responsible for recognizing such hazards and shall be responsible for the health and safety of the Contractor's employees at all times. It is the Contractor's responsibility to comply with all applicable health and safety regulations.

- E. The HASP shall be reviewed by all personnel prior to entry into the abatement, decontamination, or waste staging areas. Includes representatives of the Contractor, Owner, Consultant, Subcontractor(s), Waste Transporter or Federal, State, or Local Regulatory Agencies. Such review shall be acknowledged and documented by the Contractor Site Supervisor by obtaining the name, signature, and affiliation of all personnel reviewing the HASP.
- F. The HASP shall be maintained so as to be readily accessible and reviewable by all site personnel throughout the duration of the abatement project, and until all waste materials are removed from the Site, and disposed at the appropriate disposal facility.
- G. The Contractor Site Supervisor shall be responsible for ensuring that project personnel and site visitors are informed of and comply with the provisions of the HASP.

1.16 WORK AREAS AND ZONES

- A. The Contractor shall lay-out and clearly identify work areas in the field. Access by equipment, site personnel, and the public to the work areas shall be limited as follows:
 - 1. Abatement Zone: The Abatement Zone(s) shall consist of all areas where removal of PCB-Containing Materials and other Toxic or Hazardous Substances, and waste handling and staging activities are on-going and the immediately surrounding locale or other areas where contamination could occur. Each Abatement Zone for purposes of removal of PCB-Containing Materials or other Toxic or Hazardous Substances for disposal shall be performed within a regulated work area (refer to Section 3.2 of this Specification) to demarcate work areas from non-work areas. The regulated work area shall be visibly delineated with appropriate warning signs at all approaches to the area (including a large PCB M L marker), and be restricted from access by all personnel except those directly necessary for the completion of the respective abatement tasks. The Abatement Zones shall be relocated and delineated as necessary as work progresses from one portion of the Site to another, to limit access to each area and to minimize risk of exposure to Site workers and the general public. Access shall be controlled at the periphery of the Abatement Zones to regulate the flow of personnel and equipment into and out of each zone and to help verify that proper procedures for entering and exiting are followed. All persons within the Abatement Zones shall wear the appropriate level of protection established in the Contractor's HASP.
 - 2. Decontamination Zone: The Decontamination Zone is the transition zone between the Abatement Zone and the clean support zone of the project site, and is intended to reduce the potential for contaminants from being dispersed from the Abatement Zone to clean areas of the Site. The Decontamination Zone shall consist of a buffer area surrounding each Abatement Zone through which the transfer of equipment, materials, personnel and containerized waste products will occur, and in which decontamination of equipment, personnel, and clothing will occur. The Decontamination Zones shall be constructed as a three chamber decontamination unit for workers and a two chamber equipment room for waste load out as detailed in Section 3.3 of this Specification. All emergency response and first aid equipment shall be readily maintained in this zone. All PPE and clothing shall be removed or decontaminated in the Decontamination Zone prior to exiting to the Support Zone.

3. Support Zone: The Support Zone shall consist of the area outside the Decontamination Zones and the remainder of the project site. Administrative and other support functions and any activities that by nature need not be conducted in the Abatement or Decontamination Zone related to the project shall occur in the Support Zone. Access to the Abatement and Decontamination Zones shall be controlled by the Contractor Site Supervisor, and limited to those persons necessary to complete the abatement work, and who have reviewed and signed the HASP.

1.17 PERSONNEL PROTECTIVE EQUIPMENT

- A. The Contractor shall be responsible to determine and to provide the appropriate level of PPE in accordance with applicable regulations and standards necessary to protect the Contractor's employees from all hazards present.
- B. The Contractor shall provide all employees with the appropriate safety equipment and protective clothing to ensure an appropriate level of protection for each task, taking into consideration the chemical, physical, ergonomic, and biological hazards posed by the Site and Work.
- C. The Contractor shall establish in the HASP criteria for the selection and use of PPE.
- D. The PPE to be utilized for the project shall be selected based upon the potential hazards associated with the Site and the Work. Appropriate PPE shall be worn at all times within the Abatement Zone.
- E. The Contractor shall provide the appropriate level of respiratory protection to all field personnel engaged in activities where respiratory hazards exist, or where there is a potential for such hazard to exit.
- F. The Contractor shall provide, as necessary, protective coveralls, disposable gloves and other protective clothing for all personnel that will be actively involved in abatement activities or waste handling activities, or otherwise present in the Abatement Zones. Coveralls shall be Tyvek™ or equivalent material. Should the potential for exposure to liquids exist, splash resistant disposable suits shall be provided and utilized.
- G. Protective coveralls, and other protective clothing shall be donned and removed within the Decontamination Zone and shall be disposed at the end of each day. Ripped coveralls shall be immediately replaced after appropriate decontamination has been completed to the satisfaction of the Contractor Site Supervisor. Protective clothing shall not be worn outside of the Decontamination Zone.
- H. Hard hats, protective eyewear, rubber boots, and/or other non-skid footwear shall be provided by the Contractor as required for workers and authorized visitors.
- I. All contaminated protective clothing, respirator cartridges and disposable protective items shall be placed into proper containers to be provided by the Contractor for transport and proper disposal in accordance with EPA regulations as PCB Remediation Waste.

1.18 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

- A. At a minimum, the Contractor shall provide and maintain at the Site the following Emergency and First Aid Equipment:
1. Fire Extinguishers: A minimum one fire extinguisher shall be supplied and maintained at the Site by the Contractor throughout the duration of the Work. Each extinguisher shall be a minimum of a 20-pound Class ABC dry fire extinguisher with Underwriters Laboratory approval per OSHA Title 29 CFR, Part 1910.157.
 2. First Aid Kit:
 3. A minimum one first aid kit meeting the requirements of OSHA Title 29 CFR, Part 1910.151 shall be supplied and maintained at the Site by the Contractor throughout the duration of the Work.
 4. Communications: Telephone communications (either cellular or land line) shall be provided by the Contractor for use by site personnel at all times during the Work.
- B. The Contractor Site Supervisor shall be notified immediately in the event of personal injury, potential exposure to contaminants, or other emergency. The Contractor Site Supervisor shall then immediately notify the Owner and Consultant.

1.19 STANDARD SAFETY AND HEALTH PROCEDURES AND ENGINEERING CONTROLS

- A. The following provisions shall be employed to promote overall safety, personnel hygiene and personnel decontamination:
1. Each Contractor or Subcontractor shall ensure that all safety equipment and protective clothing to be utilized by its personnel is maintained in a clean and readily accessible manner at the Site.
 2. All prescription eyeglasses in use on this project shall be safety glasses conforming to ANSI Standard Z87.1. No contact lenses shall be allowed on the Site.
 3. Prior to exiting the delineated Decontamination Zone(s), all personnel shall remove protective clothing, and place disposable items in appropriate disposal containers to be dedicated to that purpose. Following removal of PPE, personnel shall thoroughly wash and rinse their face, hands, arms and other exposed areas with soap and tap water wash and subsequent tap water rinse. A fresh supply of tap water shall be provided at the Site on each work day by the Contractor for this purpose.
 4. All PPE used on-site shall be decontaminated or disposed at the end of each work day. Discarded PPE shall be placed in sealed DOT-approved 55-gallon drums for off-site disposal.
 5. Respirators shall be dedicated to each employee, and not interchanged between workers without cleaning and sanitizing.
 6. Eating, drinking, chewing gum or tobacco, smoking, and any other practice that increases the likelihood of hand to mouth contact shall be prohibited within the delineated abatement and decontamination work zones. Prior to performing these activities, each employee shall thoroughly cleanse their face, hands, arms and other exposed areas.
 7. All personnel shall thoroughly cleanse their face hands, arms and other exposed areas prior to using toilet facilities.
 8. No alcohol, illicit drugs, or firearms will be allowed on the Site at any time.

9. Contact with potentially contaminated surfaces should be avoided, if possible. Field personnel should minimize walking through standing water/puddles, mud, or other wet or discolored surfaces, kneeling on the ground, and placing equipment, materials or food on the ground, or other potentially contaminated surface.
 10. The use of the “Buddy System” shall be employed at all times while conducting work at the Site. Each employee shall frequently monitor other workers for signs of heat stress or chemical exposure or fatigue: periodically examine others PPE for signs of wear or damage, routinely communicate with others, and notify the Contractor Site Supervisor in the case of an emergency.
- B. Workers must wear protective suits, protective gloves, eye protection and a minimum of half-face air-purifying respirator with dual HEPA filter cartridges (P100). Respiratory protection shall be in accordance with OSHA Title 29 CFR, Part 1910.134 and ANSI Z88.2.
- C. Workers must be trained per OSHA requirements, have medical clearance, and must have recently received pulmonary function test (PFT) and respirator fit test by a trained professional.
- D. A personal air sampling program shall be in place, as required by OSHA.
- E. The use of respirators must also follow a complete written respiratory protection program as specified by OSHA.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with PCBs shall be decontaminated or disposed as PCB waste.
- C. Polyethylene (poly) sheeting in a roll size to minimize the frequency of joints shall be delivered to the Site with factory label indicating 4 or 6-mil thickness.
- D. Poly disposable bags shall be 6-mil thickness with pertinent pre-printed label. Tie wraps for bags shall be plastic, five-inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent poly and for attachment of poly to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of cleaning products.
- F. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume, and having sufficient hose length to reach all areas with PCBs.
- G. The Contractor shall have available enough DOT-approved 17-C or 17-H drums for waste disposal.

2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for PCB removal.
- B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the Work including protective clothing, respirators, filter cartridges, poly of proper size and thickness, tape, and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut-licensed electrician.
- E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternate.
- F. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter or larger.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled, and must be attended by the Contractor and any Sub-contractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORK AREA PROTECTION – ABATEMENT ZONE

- A. Where necessary, deactivate electrical power. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician, permitted as required, and located outside the work area.
- B. Post warning signs in accordance with OSHA Title 29 CFR, Part 1910.1200 at all approaches to the work area(s). Signs shall be conspicuously posted to permit a person to read signs and take

precautionary measures to avoid exposure to PCBs or other Toxic or Hazardous Substances. These signs should include the large PCB ML markers at each entrance to the work area.

- C. Construction containments in accordance with asbestos abatement requirements. See Section 028213 Asbestos Abatement for Additional Information.
- D. Waste Containers for presumed PCB Bulk Product Waste, including separate waste containers for PCB Bulk Product and asbestos waste, and PCB Remediation Waste shall be located on-site, and shall be placed adjacent to abatement zone. Containers shall be lined, covered, and secured. The PCB waste containers shall be properly marked as described in EPA Title 40 CFR, Part 761.40. Marking shall include a PCB ML marker formatted in accordance with EPA Title 40 CFR, Part 761.45.

3.3 DECONTAMINATION SYSTEM

- A. The Contractor shall establish on-site, a decontamination enclosure consisting of equipment room, shower room, and clean room in series adjacent to the work area. Decontamination unit shall be remote for exterior work areas.
- B. Access between rooms in the decontamination system shall be through double flap-curtained openings. The clean room, shower and equipment rooms within the decontamination enclosure shall be completely sealed.
- C. Construct the decontamination system with plastic, wood, or metal framing and cover both sides with a double layer of 6-mil poly, completely sealed with spray adhesive and tape at the joints.
- D. The Contractor and the Consultant shall visually inspect barriers routinely to assure effective seal; the Contractor shall repair defects immediately.

3.4 PCB BULK PRODUCT WASTE REMOVAL PROCEDURES

- A. The Contractor shall have a designated "competent person" on the Site at all times to ensure proper work practices throughout the project.
- B. The Contractor shall regulate the work area as required for compliance with OSHA Title 29 CFR, Part 1910.1200 to prohibit non-trained workers from entering areas where PCBs are to be removed.
- C. The Contractor shall establish a worker decontamination unit adjacent to the work area.
- D. Materials shall be removed in a manner which does not breakdown the materials into fine dust or powder to the extent feasible. Equipment and tools to be utilized shall include hand tools and mechanical equipment such as demolition hammers, mechanical grinders, etc. to remove materials from adjacent substrates. Mechanical removal equipment shall as appropriate be fitted with HEPA-filtered vacuum attachments.
- E. The use of minimal quantities of water to moisten the generated dust prior to collection shall be utilized. Under no circumstances shall the PCB waste show evidence of free liquid water, pooling, or ponding within the waste stream. Any liquid used to wet the dust and debris to control fugitive emissions shall be properly containerized and decontaminated in accordance

with EPA Title 40 CFR, Part 761.79(b)(1) or disposed in accordance with EPA Title 40 CFR, Part 761.60(a).

- F. Dry or brittle PCB-Containing Material shall be removed with additional engineering controls such as use of a HEPA-filtered vacuum to remove accumulated dust or debris during removal.
- G. Sequence of removal shall follow the following general requirements:
 - 1. Site preparation and controls to facilitate remediation of presumed PCB Bulk Product Waste. Containment procedures for materials referenced for the abatement zone must be utilized for PCB Waste removal.
 - 2. Health and Safety in accordance with Occupational Safety and Health Administration (OSHA) requirements.
 - 3. Removal, packaging, transportation, and disposal of materials included in the Base Bid table in Section 1.10 as PCB Bulk Product Waste at a facility permitted to accept PCB Bulk Product Waste. Note that the window caulking (1955 Windows) compound identified in the Bid Table also contains > 1% asbestos and the window glazing (Octagon-shaped section of building windows) contain <1% asbestos and shall be removed and disposed of as PCB Bulk Product and ACM mixed waste.
 - 4. Removal, packaging, transportation, and disposal of containment, personal protection equipment (PPE), cleaning materials and supplies, and waste generated during removal of PCB Bulk Product Waste as PCB Remediation Waste at a facility permitted to accept PCB Remediation Waste.
 - 5. Cleaning of the work areas following complete removal of PCB Bulk Product Waste and PCB Remediation Waste.
 - 6. Recordkeeping and distribution as required in accordance with EPA Title 40 CFR, Part 761.125 (c)(5).
- H. Remove and containerize all visible accumulations of presumed PCB Bulk Product Waste. Waste shall be containerized in labeled and signed 6-mil poly disposable bags or waste containers. Tie wraps for bags shall be plastic, 5-inches long (minimum), pointed and looped to secure filled plastic bags. Disposal bags shall then be placed in steel 55-gallon DOT-approved drums or waste containers.
- I. At any time during PCB abatement should the Consultant suspect contamination of areas outside the work area, the Consultant shall issue a stop work order until the Contractor takes required steps to decontaminate these areas, and to eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections indicate acceptable decontamination.
- J. The Consultant shall conduct a final visual inspection of the work area. If residual suspect presumed PCB-containing debris is identified during the final inspection, the Contractor shall comply with the Consultant's request to render the area clean of all residual PCB.

3.5 CLEANING AND DECONTAMINATION

- A. The Contractor shall be responsible for complete cleaning and decontamination of the Abatement Zone upon completion of work. The Abatement Zone will be required to meet proposed final visual inspection requirements.

- B. The Contractor shall utilize HEPA-filtered vacuum equipment and wet cleaning products to remove all visible dust and debris from all surfaces within the work area. If specialty cleaning products are utilized, the Contractor shall utilize the product(s) in accordance with manufacturer's specifications including any additional safety and disposal requirements for such use.
- C. Any liquid used to wet the dust and debris to control fugitive emissions shall be collected and decontaminated in accordance with EPA Title 40 CFR, Part 761.79(b)(1), or disposed in accordance with EPA Title 40 CFR, Part 761.60(a).
- D. All rags and other cleaning materials used to clean the work area shall be properly disposed as PCB Remediation Waste. All PCB Remediation Waste shall be stored for disposal in accordance with EPA Title 40 CFR, Part 761.61(a)(5)(v)(A). All waste containers shall be appropriately marked and labeled in accordance with EPA Title 40 CFR, Parts 761.40 and 761.45.
- E. Equipment to be utilized in connection with the removal of PCB Waste including waste collection, or that will or may come in direct contact with the Site contaminants shall be decontaminated prior to leaving the Site to prevent migration of the contaminated residues. Decontamination shall be in accordance with EPA Title 40 CFR, Part 761.79 and Subpart S procedures.
- F. All non-disposable equipment and tools employed in the Work will be decontaminated at the conclusion of each work day utilizing the following sequence:
 - 1. Initial tap water rinse to remove gross debris
 - 2. Tap water and hexane or equivalent wash
 - 3. Tap water rinse
 - 4. Second tap water and hexane or equivalent wash
 - 5. Second tap water rinse
- G. The wash water and decontamination liquids shall be captured and containerized in DOT approved 55-gallon drums for off-site disposal in accordance with EPA Title 40 CFR, Part 761.60(a).

3.6 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. Consultant may conduct inspections throughout the progress of the removal project. Inspections may be conducted to document the progress of the removal work, as well as the procedures and practices employed by the Contractor.
- B. The Consultant may perform the following inspections during abatement activities:
 - 1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed 12-hours prior to the time the inspection is needed. If deficiencies are identified during the pre-commencement inspection, the Contractor shall perform the necessary adjustments to obtain compliance.
 - 2. Work Area Inspection. Work area inspections may be conducted on a daily basis at the discretion of the Consultant. During the work inspections, the Consultant shall observe the Contractor's removal procedures, verify isolation barrier integrity, assess project

progress, and inform the Contractor of specific remedial activities if deficiencies are noted.

C. The Consultant shall perform the following inspection during abatement activities:

1. Final Visual Inspection. Upon the request of the Contractor, the Consultant shall conduct a final visual inspection of the work area. The final visual inspection shall be conducted after completion of the final cleaning procedures. The final visual inspection shall verify that all PCB Waste(s) have been removed from the work area. If during the inspection the Consultant identifies residual dust or debris, the Contractor shall comply with the request of the Consultant to render the area “dust free”.

3.7 MARKING OF WASTE CONTAINERS

- A. All waste containers must be marked with the name of the waste contained, the date in which the first material was placed in the vessel, and the last date at which addition of waste occurred. All waste containers must be marked with a large PCB ML marker.
- B. All waste containers containing PCB Bulk Product Waste, PCB Bulk Product asbestos waste, and PCB Remediation Waste in the form of waste and contaminated debris, containment system components, used PPE, personal and equipment wash water and decontamination fluids, or other wastes generated during the abatement work shall be labeled as follows:

DOT Class 9 UN3432 (solid)
Or UN2315 (liquid) PCB Waste
RQ

Waste for Disposal

Federal law prohibits improper disposal.

If found, contact the nearest police or public safety authority or

The U.S. Environmental Protection Agency.

Generator's Information: _____

Manifest Tracking No.: _____

Accumulation Start Date: _____

EPA ID No.: _____

EPA Waste No.: _____

Total Weight: _____

Container No.: _____

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In addition, these containers must be marked with a PCB ML marker and if combined with asbestos waste; appropriate labels and signage for asbestos waste – see Section 028213.

- C. Such marking must be durable, in English and printed on, or affixed to the surface of the package, or on a label, tag or sign, and displayed on a background of sharply contrasting color, is unobscured by labels or attachments, and located away from any other marking (such as advertising) that could substantially reduce its effectiveness.

3.8 ON-SITE WASTE MANAGEMENT AND DISPOSAL OF SOLID HAZARDOUS WASTES

- A. The materials as identified in Polychlorinated Biphenyl Abatement Section 028433, 1.10 Project Description, Part C – Base Bid were presumed to contain PCBs and were classified as PCB Bulk Product Waste. Due to the material being presumed, TCLP analysis may be necessary to satisfy landfill requirements for waste characterization. The Contractor shall retain the Environmental Consultant as necessary to collect waste characterization samples for TCLP analysis, as is required by the disposal site. Sample collection and TCLP analysis costs shall be incurred by the Contractor. Results of the TCLP analysis shall be forwarded by the Environmental Consultant to the Contractor prior to the waste being transported off Site. The Contractor shall factor in time for TCLP testing, TCLP analysis and staging of waste as necessary to complete the waste profile and subsequent landfill facility acceptance of waste.
- B. All solid waste material, containment system components, used PPE, and other solid wastes generated during the Work, shall be placed directly in appropriate waste receptacles immediately upon removal from its in-situ position. Suitable waste receptacles may consist of roll-off containers or DOT-approved 55-gallon drums.
- C. The Contractor shall be responsible for all packaging, labeling, transport, disposal, and recordkeeping associated with PCB Bulk Product Waste, PCB Bulk Product and asbestos waste, and PCB Remediation Waste in accordance with all federal, state, and local regulations.
- D. The Contractor shall ensure that the person transporting the waste holds a valid permit issued in accordance with appropriate federal, state, and local regulations.
- E. The Contractor shall provide to the transporter at the time of transfer appropriate shipping records or uniform waste manifests as required by the federal, state, and local regulations with a copy to the Owner and Consultant.
- F. The Contractor shall maintain proper follow-up procedures to assure that waste materials have been received by the designated waste site in a timely manner, and in accordance with all federal, state, and local regulations.
- G. The Contractor shall assure that disposal of PCB Bulk Product Waste, PCB Bulk Product and asbestos mixed waste, and PCB Remediation Waste is at a facility approved to accept such waste(s) and shall provide a tracking/manifest form signed by the landfill's authorized representative.
- H. If roll-off containers are to be utilized for containerization of the abatement wastes the following shall apply:
 - 1. All roll-off containers or other similar vessels utilized shall be watertight and lined with 6-mil poly or equivalent impermeable lining, and equipped with a secured and impermeable cover.
 - 2. The impermeable cover shall remain securely in place at all times when material is not being actively placed in the vessels. The Contractor shall be responsible for ensuring that the cover remains securely intact until the container is removed from the Site.

- I. If 55-gallon drums are to be utilized for waste containerization, the drums shall consist of suitable DOT-approved 55-gallon drums that are watertight and free of corrosion, perforations, punctures, or other damage. All drums shall be securely covered and sealed at the conclusion of each work day.
- J. The waste containers shall remain staged at the Site with a secure impermeable cover in-place until the materials are transported from the Site to be delivered to the designated waste disposal facility.
- K. Waste roll-off and barrel staging area shall be designated prior to initiation of the abatement work, and approved by the Consultant. If this area is located outside of the building, the area (or areas) shall be surrounded by a chain-link fence with a minimum height of six feet. The fence shall be labeled with a PCB ML marker.
- L. Properly containerized waste must be transported by a licensed hauler, and shipped as PCB Bulk Product Waste for disposal at a permitted waste facility in accordance with EPA Title 40 CFR, Part 761.62(b).
- M. PCB Remediation Waste must be transported by a licensed hauler and shipped as PCB Remediation for disposal in accordance with EPA Title 40 CFR, Part 761.61(b) at one of the following facilities:
 - 1. Dispose in a high temperature incinerator approved under §761.70(b),
 - 2. An alternate disposal method approved under §761.60(e),
 - 3. A chemical waste landfill approved under §761.75
 - 4. Or in a facility with a coordinated approval issued under §761.77.
- N. Provide required copies of the uniform waste manifests for PCB Remediation Waste to the Owner, waste generation State, and waste destination State, as required. The Consultant shall review the waste manifest to assure the proper information has been supplied prior to waste shipment, which includes, but is not limited to, Site address, generator information, waste description, waste profile, quantity, etc.
- O. Any PCB liquid waste shall be properly containerized and decontaminated in accordance with EPA Title 40 CFR, Part 761.79 (b)(1), or disposed in accordance with EPA Title 40 CFR, Part 761.60(a).
- P. Any chemicals, solvents or other products used during decontamination shall be properly containerized as PCB liquid waste. Waste must be properly decontaminated in accordance with EPA Title 40 CFR, Part 761.79 (b)(1), or disposed in accordance with EPA Title 40 CFR, Part 761.60(g).
- Q. All contaminated waste shall be carefully loaded on trucks or other appropriate vehicles for transport. Before and during transport, care shall be exercised to insure that no unauthorized persons have access to the waste materials.

- R. Waste transporters are prohibited from “back hauling” any freight after the PCB waste disposal, until decontamination of the vehicle and/or trailer is assured.

END OF SECTION 028433

Limited Hazardous Building Materials Inspection

May 30, 2018

Window Replacement and Entrances Project
Jane Ryan Elementary School
190 Park Lane
Trumbull, CT 06611

Trumbull Public Schools

Trumbull, CT

June 2018



FUSS & O'NEILL
EnviroScience, LLC

56 Quarry Road
Trumbull, CT 06611

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1 Introduction

On May 30, 2018, Fuss & O'Neill EnviroScience, LLC (EnviroScience) representative James Raffin performed a limited hazardous building materials inspection in response to the proposed window replacement and entrances project for the Jane Ryan Elementary School located at 190 Park Lane, Trumbull, Connecticut (the "Site"). The work was conducted for Trumbull Public Schools (the "Client") in accordance with our written scope of services dated March 22, 2018 and is subject to the limitations included in *Appendix A*.

The inspection included the following:

- limited asbestos-containing material (ACM) inspection;
- lead-based paint (LBP) determination; and
- presumed polychlorinated biphenyls (PCBs)-containing source building materials visual identification inspection.

We have excluded collection and analysis of building materials for PCBs. Sampling for PCBs is presently not mandated by the Environmental Protection Agency (EPA); however, significant liability risk for disposing of PCB-containing wastes exists. Recent knowledge of PCBs within these matrices has become more prevalent, especially with remediation contractors, waste haulers, and disposal facilities. Many property Owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify this possible contaminant prior to renovation or demolition.

2 Limited Asbestos Inspection

A property Owner must ensure that a thorough ACM inspection is performed prior to possible disturbance of suspect ACM during renovation or demolition activities. This is a requirement of the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation located at Title 40 CFR, Part 61, Subpart M.

On May 30, 2018, Mr. Raffin of EnviroScience conducted the inspection. Mr. Raffin is a State of Connecticut Department of Public Health (CTDPH) -licensed Asbestos Inspector. Refer to *Appendix B* for the Asbestos Inspector licenses and accreditation.

2.1 Methodology

The inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect materials. The suspect materials were categorized into three EPA NESHAP groups: friable and non-friable Category I and Category II type ACM.

- A Friable Material is defined as material that contains greater than 1 percent ($> 1\%$) asbestos that when dry **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category I Non-Friable Material refers to material that contains $> 1\%$ asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

- A Category II Non-Friable Material refers to any non-friable material excluding Category I materials that contain > 1% asbestos that when dry, **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including Thermal System Insulation (TSI), Surfacing ACM (S), and Miscellaneous ACM (M). TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI are pipe insulation, boiler insulation, duct insulation, and mudded pipe fitting insulations. Surfacing ACM includes those ACM that are applied by spray, trowel, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous materials include those ACM not listed as thermal or surfacing, such as linoleum, vinyl asbestos flooring, ceiling tiles, caulking, glues, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and to segregate each suspect type of homogenous (similar in color, texture, and date of application) materials. The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the type of material and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (S) (i.e., plasters, spray-applied fireproofings, etc.) must be collected in a randomly distributed manner representing each homogenous area based on the overall quantity represented by the sampling as follows:
 - a. Three (3) samples collected from each homogenous area that is less than or equal to 1,000 square feet.
 - b. Five (5) samples collected from each homogenous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. Seven (7) samples collected from each homogenous area that is greater than 5,000 square feet.
2. Thermal System Insulation (TSI) (i.e., pipe insulations, tank insulations, etc.) must be collected in a randomly distributed manner representing each homogenous area. Three (3) samples must be collected from each material. Also, a minimum of one (1) sample of any patching materials applied to TSI presuming the patched area is less than 6 linear or square feet should be collected.
3. Miscellaneous materials (M) (i.e., floor tile, gaskets, construction mastics, etc.) should have a minimum of two (2) samples collected for each type of homogenous material. Sample collection was conducted in a manner sufficient to determine asbestos content of the homogenous material as determined by the inspector.

The inspector collected samples of those suspect ACM anticipated to be disturbed by the proposed window replacement project, and prepared proper chain of custody forms for transmission of the samples to EMSL Analytical Inc. for analysis. EMSL is a State of Connecticut-licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory. The sample locations, material type, sample identification, and asbestos content are identified by bulk sample analysis in *Table 1* attached hereto. Suspect ACM not listed in the table that may be identified at a later date at the Site, should be assumed to be ACM until sample collection and analysis indicate otherwise. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS).

2.2 Results

Utilizing the EPA protocol and criteria, the following materials were determined to contain asbestos:

1955 Windows

- Window caulk - Type I – tan
- Window/door caulk
- Transite (cement board soffit)
- Black damp proofing

Octagon-Shaped Section of Building Windows

- Black damp proofing

The following material was determined to contain trace amounts of asbestos, <1%:

Octagon-Shaped Section of Building – Windows

- Window glazing Type 2 - white

Refer to **Table 1** for a complete list of ACM and non-ACM sampled as part of this inspection. Refer to **Table 2** attached hereto for the ACM inventory. Refer to *Appendix C* for the asbestos laboratory reports and chain of custody forms. Refer to *Appendix D* for site photographs.

2.3 Discussion

The EPA, the Occupational Safety and Health Administration (OSHA), and the CTDPH define a material that contains greater than one percent (> 1%) asbestos, utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos.

Suspect ACM not identified during this inspection should be presumed to contain asbestos until sample collection and laboratory analysis indicate otherwise.

Additionally, the EPA has suggested that materials that are non-friable organically bound (NOB) materials (e.g., asphaltic-based materials, adhesives, etc.) are recommended for further confirmatory analysis utilizing Transmission Electron Microscopy (TEM). Six of the collected samples were recommended to be analyzed by TEM. The results of TEM analysis are denoted in *Table 1*.

2.4 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, ACM and material containing trace amounts of asbestos (<1%) were identified at the Site. While the EPA and the CTDPH identify materials containing < 1% as a non-asbestos containing material, Occupation Safety and Health Administration (OSHA) worker protection regulations apply to materials containing any amount of asbestos.

Prior to disturbance, ACM that would likely be impacted by the proposed renovation/demolition activities must first be abated by a state-licensed Asbestos Abatement Contractor. This is a requirement of CTDPH and EPA NESHAP regulations governing asbestos abatement.

Suspect materials encountered during renovation that are not identified in this report as being non-ACM should be presumed to be ACM, until sample collection and laboratory analysis indicate otherwise.

3 Lead-Based Paint Determination

On May 30, 2018, Mr. Raffin of EnviroScience performed a lead-based paint (LBP) determination associated with coated building components at the Site that may be disturbed during the window replacement project. An X-ray fluorescence (XRF) analyzer was used to perform the LBP determination. The site is currently utilized as a school and is considered a child occupied structure.

3.1 Methodology

A Radiation Monitoring Device Model LPA-1, serial number 1157, was utilized for the LBP determination. The instrument was checked for proper calibration prior to use as detailed by the manufacturer and the Performance Characteristic Sheet (PCS) developed for the instruments.

For the purpose of this LBP determination, representative building components were tested as part of this pre-renovation study. Individual repainting efforts are not discoverable in such a limited program. LBP issues involving properties that are not residential are regulated to a limited degree for worker protection relating to paint-disturbing work activities and waste disposal.

Worker protection is regulated by OSHA regulations, as well as CTDPH regulations. These regulations involve air monitoring of workers to determine exposure levels when disturbing lead-containing paint. An LBP determination cannot determine a safe level of lead, but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. Contractors may then better determine exposure of workers to airborne lead by understanding the different concentrations of LBP activities that disturb paint on representative surfaces.

The EPA Resource Conservation and Recovery Act (RCRA), as well as CTDEEP, regulate disposal of lead-containing waste. Lead-containing materials that will be impacted during renovation or demolition activities, and result in waste for disposal must either be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP) analysis if lead is determined to be present in non-residential buildings, or be presumed as a hazardous waste. A TCLP sample is a representative sample of the intended waste stream. The results are compared to a threshold value of 5.0 milligrams per liter (mg/L); a result exceeding this value is considered hazardous lead waste. If the result is below the established level, the material is not considered hazardous and may be disposed as general construction debris.

A level of LBP exceeding 1.0 milligrams of lead per square centimeter (mg/cm²) is considered toxic or dangerous for compliance with residential standards. For purpose of this LBP determination the level of 1.0 mg/cm² has been utilized as a threshold for areas where possible worker exposures may occur.

3.2 XRF Determination Results

The LBP determination indicated consistent painting trends associated with representative building components that may be impacted by proposed renovation work. The following building components were determined to contain levels of lead (greater than 1.0 mg/cm²):

1955 Windows

- Metal window components

Refer to *Appendix E* for the lead determination form.

3.3 Discussion

OSHA published a Lead in Construction Standard (OSHA Lead Standard) Title 29 CFR, Part 1926.62 in May 1993. The OSHA Lead Standard has no set limit for the content of lead in paint below which the standards do not apply. The OSHA Lead Standards are task-based, and derived from airborne exposure and blood lead levels.

The results of this LBP determination are intended to provide guidance to contractors for occupational lead exposure controls. Building components coated with lead levels above industry standards may cause exposures to lead above OSHA standards during proposed demolition and renovation activities. The results of this determination are also intended to provide insight into waste disposal requirements, in accordance with EPA RCRA regulations.

3.4 Conclusion and Recommendations

Based on our LBP determination results, LBP is present on coated window components at the Site.

Contractors must be made aware that OSHA has not established a level of lead in a material below which Title 29 CFR, Part 1926.62 does not apply. Contractors shall comply with exposure assessment

criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers during any renovation work that will impact lead paint.

If disturbed by renovation activities, LBP-coated building components should be segregated from the general waste stream for sample collection and analysis by TCLP to determine proper off-site waste disposal. If disturbed and managed off-site, non-porous LBP-coated building materials (i.e., metals) may be segregated and recycled as scrap metal. Metal LBP-coated building components cannot be subject to grinding, sawing, drilling, sanding, or torch cutting.

The building is considered a “child-occupied facility” and therefore, it is subject to lead safe renovation requirements.

Work involving the removal of lead painted building components as part of the Window Replacement Project should be performed in accordance with requirements for lead safe renovation. Required training of the supervisor overseeing and involved in surface preparations and repair operations involving the disturbance of lead paint shall have completed a minimum of 8 hours of training (Lead Safe Renovator) training in accordance with the Environmental Protection Agency (EPA). The Contractor shall be an EPA Certified Lead Safe Renovator or shall be a licensed Lead Abatement Contractor in accordance with the Connecticut Department of Public Health (CT DPH).

The EPA Renovation, Repair, and Painting (RRP) requirements apply to buildings that are target housing or child-occupied facilities with children under the age of six.

Those surfaces which contain LBP are subject to RRP work practice and training requirements if more than de-minimus amounts are disturbed in renovation or for projects involving window replacement. Those surfaces which do not contain LBP are not subject to the RRP requirements. If a specific component or surface is not identified as having been tested it should be presumed to contain lead paint unless tested. Contractor's should be aware that the threshold limit of 1.0 mg/cm² for purposes of RRP requirements is not recognized by OSHA and workers exposures are still subject to lead in construction regulation 29 CFR 1926.62 regardless of paint testing results.

4 Presumed PCB-Containing Source Building Materials Visual Identification Inspection

4.1 Background

Sampling of building materials for PCBs is presently not mandated by the EPA. However, significant liability risk exists for improperly disposing of PCB- containing waste materials. Recent knowledge and awareness of PCBs within matrices such as caulking, glazing compounds, paints, adhesives and ceiling tiles has become more prevalent, especially amongst remediation contractors, waste haulers, and disposal facilities.

Many property owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify these possible contaminants prior to renovation or demolition. Suspect PCB-containing materials (caulking and glazing compounds) as recommended by the EPA have not been

tested at this time. These materials have been presumed to be PCB-containing at regulated concentrations.

4.2 Visual Identification Inspection

On May 30, 2018, Mr. Raffin performed a visual inspection of suspect PCB-containing building materials (i.e. caulking and glazing compounds) as recommended by the EPA. The following suspect PCB-containing materials (i.e. caulking and glazing compounds) anticipated to be disturbed during the window replacement project were identified at the Site:

1955 Windows

- Window caulking compound
- Window glazing compound
- Window/door system caulking compound

Octagon-Shaped Section of Building – Windows

- Window caulking compound
- Window glazing compound

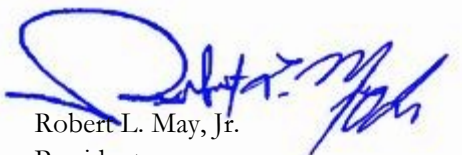
Refer to **Table 3** for a list of presumed PCB-containing building materials.

4.3 Conclusions and Recommendations

Suspect PCB-containing caulking and glazing compounds as recommended by the EPA were observed at the Site. These materials have been presumed to contain PCBs at regulated concentrations.

Report prepared by Senior Environmental Analyst, Eduardo Miguel Marques.

Reviewed by:



Robert L. May, Jr.
President

Tables

Table 1
Summary of Suspect Asbestos-Containing Materials

Sample No.	Sample Location	Material Type	Asbestos Content	PLM/TEM
JR0530JR01A	Exterior window- room 6	window glaze-type 1-white	ND	PLM
JR0530JR01B	Exterior window- room 15	window glaze-type 1-white	ND	TEM
JR0530JR02A	Exterior window- room 6	window caulk-type 1-tan	7% Chrysotile	PLM
JR0530JR02B	Exterior window- room 15	window caulk-type 1-tan	NA/Pos Stop	NA/Pos Stop
JR0530JR03A	Exterior soffit- room 6	transite-gray	25% Chrysotile	PLM
JR0530JR03B	Exterior soffit- room 15	transite-gray	NA/Pos Stop	NA/Pos Stop
JR0530JR04A	Exterior window- cafe	window-caulk type 2-gray	ND	PLM
JR0530JR04B	Exterior window- cafe	window-caulk type 2-gray	ND	TEM
JR0530JR05A	Exterior windows- rm 23	window glazing -type 2-white	ND	PLM
JR0530JR05B	Exterior windows- rm 3	window glazing -type 2-white	<1% Chrysotile	PLM
JR0530JR06A	Exterior windows- rm 23	window caulk-type 3-brown	ND	PLM
JR0530JR06B	Exterior windows- rm 3	window caulk-type 3-brown	ND	TEM
JR0530JR07A	Exterior window/door- entrance by rm 17	caulk-gray-plyable-type 1	ND	PLM
JR0530JR07B	Exterior window/door- main ent.	caulk-gray-plyable-type 1	ND	TEM
JR0530JR08A	Exterior window/door	glaze-brown	ND	PLM
JR0530JR08B	Exterior window/door	glaze-brown	ND	TEM
JR0530JR09A	Exterior window/door	caulk-dark gray-type 2	ND	PLM
JR0530JR09B	Exterior window/door	caulk-dark gray-type 2	ND	TEM
JR0530JR10A	Interior by entrance 3	2x2 ceiling tile	ND	PLM
JR0530JR10B	Interior by classroom 9	2x2 ceiling tile	ND	PLM
JR0530JR11A	Exterior behind brick-cafe	damp proofing paper black	75% Chrysotile	PLM
JR0530JR11B	Exterior behind brick-cafe	damp proofing paper black	NA/Pos Stop	NA/Pos Stop

ND = None Detected

NA/Pos Stop = Not Analyzed/Positive Stop

Table 2
Summary of Asbestos-Containing Materials Inventory

Location	Material Type	Asbestos Content	Estimated Total Quantity	Comments
1955 Windows				
Exterior windows	window caulk-type 1-tan	7% Chrysotile	22 Openings 900 L/F	
Exterior window/door systems	Caulking- type 1- tan	7% Chrysotile	2 Openings 60 L/F	assumed to be under existing caulk
Exterior soffit	transite-gray	25% Chrysotile	800 S/F	
Exterior behind brick	damp proofing paper black	75% Chrysotile	1,500 S/F	
Octagon-Shaped Section of Building - Windows				
Exterior windows	window glazing -type 2- white	<1% Chrysotile	14 Openings 2,600 L/F	Material contains trace amounts of asbestos, < 1%
Exterior behind brick	damp proofing paper black	75% Chrysotile	2,300 S/F	

SF = Square Feet

LF = Linear Feet

Table 3
Summary of Presumed PCB-Containing Building Materials

Material Location	Material Type	Estimated Total Quantity
1955 Windows		
Exterior windows and window/door systems	Window caulking compound	22 Openings 900 LF
	Window glazing compound	22 Openings 3,000 LF
	Window/door system caulking compound	2 Openings 60 LF
Octagon-Shaped Section of Building - Windows		
Exterior windows	Window caulking compound	14 Openings 630 LF
	Window glazing compound	14 Openings 2,600 LF
	Window/door caulking compound	3 Openings 160 LF

Appendix A

Limitations

APPENDIX A

Jane Ryan Elementary School 190 Park Lane, Trumbull, CT

1. This inspection report has been prepared for the exclusive use of the Trumbull Public Schools (the "Client") and is subject to, and is issued in connection with the terms and conditions of the original Agreement and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O'Neill EnviroScience, LLC (EnviroScience) shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. EnviroScience has obtained and relied upon information from multiple sources to form certain conclusions regarding likely environmental issues at and in the vicinity of the subject property in conducting this inspection. Except as otherwise noted, no attempt has been made to verify the accuracy or completeness of such information or verify compliance by any party with federal, state or local laws or regulations.
3. EnviroScience has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM, LBP, and PCBs that must be managed prior to renovation activities that may disturb these materials at the subject property. EnviroScience has not performed an independent review of the reliability of this laboratory data.
4. Unless otherwise noted, only suspect hazardous materials associated with the window replacement project were included in this inspection. EnviroScience cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work. Only visible and accessible areas were included in the scope of work for this inspection.
5. The findings, observations and conclusions presented in this report are limited by the scope of services outlined in our original Agreement (March 22, 2018), which reflects schedule and budgetary constraints imposed by Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
6. The conclusions presented in this report are based solely upon information gathered by EnviroScience to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to the EnviroScience's attention. Based upon an evaluation and assessment of relevant information, EnviroScience may modify the letter report and its conclusions.

Appendix B

EnviroScience Inspector License and Accreditation

1002100 01 AB 0.400 **AUTO T5 0 1464 06447-111827 -C01-P02104-I



JAMES T. RAFFIN
27 ISLEIB ROAD
MARLBOROUGH CT 06447-1118

Dear JAMES T. RAFFIN,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME JAMES T. RAFFIN		
VALIDATION NO. 03-633303	CERTIFICATE NO. 000373	CURRENT THROUGH 09/30/18
PROFESSION ASBESTOS CONSULTANT-INSPECTOR		
SIGNATURE 		COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-INSPECTOR

JAMES T. RAFFIN

CERTIFICATE NO.
000373

CURRENT THROUGH
09/30/18

VALIDATION NO.
03-633303

SIGNATURE

COMMISSIONER

WALLET CARD

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

NAME
JAMES T. RAFFIN

VALIDATION NO.
03-633303

CERTIFICATE NO.
000373

CURRENT THROUGH
09/30/18

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE

COMMISSIONER



Certificate of Training

Awarded to

JAMES RAFFIN

*For successful completion of a 4 Hour, 1/2 Day
Asbestos Building Inspector
Annual Refresher Training
JANUARY 9, 2018*

This training was approved and given in accordance with the
Regulations for Connecticut State Agencies
RCSA 20 - 440 - 1-9 and RCSA 20 - 441 and meets the
requirements of the EPA Revised MAP under TSCA Title II of 4/4/94.

Presented by

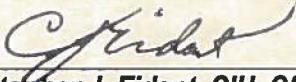
**Mystic Air Quality Consultants, Inc.
1204 North Road, Groton, CT 06340 (800) 247-7746**

Certificate Number: ABIRF26385

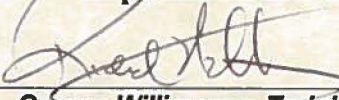
Exam Grade: 100

Expiration Date: 01/09/2019

Exam Date: 01/09/2018



Christopher J. Eident, CIH, CSP, RS



George Williamson, Training Director
Richard Haffey, Training Director

Appendix C

Asbestos Laboratory Reports and Chain of Custody Forms



FUSS & O'NEILL
EnviroScience, LLC

146 Hartford Road, Manchester, CT 06040

www.fando.com

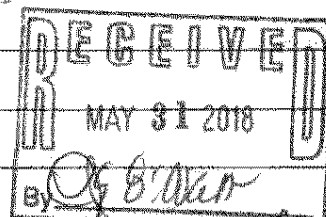
Phone (860) 646-2469

Page 1 of _____

ASBESTOS BULK SAMPLE CHAIN OF CUSTODY FORM

Project Name: Jane Ryan Project No: 20170266 A/E Date: 5/30/18Site Address: 190 Park Lane Location: Trumbull Project Manager: Miguel Mayores

Sample ID	Sample Location	Type of Material
JROS30JR01A	Exterior Window - Room 6	Window Glaze - Type 1 - White
I 01B	I Room 15	I
JROS30JR02A	Exterior Window - Room 6	Window Caulk - Type 1 - Tan
I 02B	I Room 15	I
JROS30JR03A	Exterior Soffit - Room 6	Transite - Gray
I 03B	I Room 15	I
JROS30JR04A	Exterior Window - Cafe	Window - Caulk Type 2 - Gray
I 04B	I	
JROS30JR05A	Exterior Windows - Rm 23	Window Glaze: Type 2 - White
I 05B	I Rm 3	I
JROS30JR06A	Exterior Windows - Rm 23	Window Caulk. Type 3 - Brown
I 06B	I Rm 3	I
I 07A	Exterior Window/Door - Entrance by Rm 19	Caulk - Gray - pliable - Type 1
I 07B	I - Main Ent.	I
I 08A	Exterior Window/Door	Glaze - Brown
I 08B	I	I
I 09A	Exterior Window/Door	Caulk - Dark Gray - Type 2
I 09B	I	I
I 10A	Interior - By Entrance 3	2x2 Ceiling tile
I 10B	I - By Classroom 9	I
I 11A	Exterior - Behind Brick - Cafe	Damp Proofing Paper Black
I 11B	I	I





FUSS & O'NEILL
EnviroScience, LLC

Fuss & O'Neill EnviroScience EMSL Customer No. ENVI54

www.fando.com

146 Hartford Road, Manchester, CT 06040

Phone (860) 646-2469

Page 2 of 2

JANE RYAN

[illegible]

Analysis Method: ☒ PLM ☐ TEM ☐ Other _____ Turnaround Time: 24 Hour

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: _____. Please call EnviroScience if analyses will not be completed for requested t/a/t at (860) 646-2469.

FAX Results to: 888-838-1160 Email Results to: pmargel @fando.com Do Not Mail Hard Copy Report

Total # of Samples: 22

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do Not Point Count. If NOB group sample results are 0% - < 1% by PLM, analyze only "A" group sample above by TEM NOB per group, unless you are told otherwise.

Samples collected by: James Rath Date: 5/30/18 Time: 3:00 pm

Samples Sent by: JK Date: 5/30/18 Time: 9:30 PM

Samples Received by: _____ Date: _____ Time: _____

Shipped To: ☒ EMSL State: CT ☐ Other _____

Q:\EnviroScience\Admin\FORMS\Asbestos\Inspections\HQ\HQ Asb Bulk CoC_MULTIPLE PAGES_rev 20180131.docx



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

http://www.EMSL.com / wallingfordlab@emsl.com

EMSL Order: 241802663

Customer ID: ENVI54

Customer PO: 20170266.A1E

Project ID:

Attention: Eduardo Marques

Fuss & O'Neill EnviroScience, LLC

146 Hartford Road

Manchester, CT 06040

Phone: (860) 646-2469

Fax: (888) 838-1160

Received Date: 05/31/2018 8:00 AM

Analysis Date: 05/31/2018

Collected Date: 05/30/2018

Project: 20170266.A1E/JANE RYAN, 190 PARK LANE TRUMBULL

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
JR0530JR01A 241802663-0001	Exterior window- room 6 - window glaze-type 1-white	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR01B 241802663-0002	Exterior window- room 15 - window glaze-type 1-white	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR02A 241802663-0003	Exterior window- room 6 - window caulk-type 1-tan	Tan Non-Fibrous Homogeneous		93% Non-fibrous (Other)	7% Chrysotile
JR0530JR02B 241802663-0004	Exterior window- room 15 - window caulk-type 1-tan				Positive Stop (Not Analyzed)
JR0530JR03A 241802663-0005	Exterior soffit- room 6 - transite-gray	Gray Fibrous Homogeneous		75% Non-fibrous (Other)	25% Chrysotile
JR0530JR03B 241802663-0006	Exterior soffit- room 15 - transite-gray				Positive Stop (Not Analyzed)
JR0530JR04A 241802663-0007	Exterior window- café - window-caulk type 2-gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR04B 241802663-0008	Exterior window- café - window-caulk type 2-gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR05A 241802663-0009	Exterior windows- rm 23 - window glazing -type 2-white	Gray Non-Fibrous Homogeneous	<1% Fibrous (Other)	100% Non-fibrous (Other)	None Detected
JR0530JR05B 241802663-0010	Exterior windows- rm 3 - window glazing -type 2-white	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
The sample group is not homogeneous.					
JR0530JR06A 241802663-0011	Exterior windows- rm 23 - window caulk-type 3-brown	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR06B 241802663-0012	Exterior windows- rm 3 - window caulk-type 3-brown	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR07A 241802663-0013	Exterior window/door-entrance by rm 17 - caulk-gray-plyable-type e 1	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR07B 241802663-0014	Exterior window/door-main ent. - caulk-gray-plyable-type e 1	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/31/2018 17:26:38



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

http://www.EMSL.com / wallingfordlab@emsl.com

EMSL Order: 241802663

Customer ID: ENVI54

Customer PO: 20170266.A1E

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
JR0530JR08A 241802663-0015	Exterior window/door - glaze-brown	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR08B 241802663-0016	Exterior window/door - glaze-brown	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR09A 241802663-0017	Exterior window/door - caulk-dark gray-type 2	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR09B 241802663-0018	Exterior window/door - caulk-dark gray-type 2	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
JR0530JR10A 241802663-0019	Interior by entrance 3 - 2x2 ceiling tile	Gray Fibrous Homogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
JR0530JR10B 241802663-0020	Interior by classroom 9 - 2x2 ceiling tile	Gray Fibrous Homogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
JR0530JR11A 241802663-0021	Exterior behind brick-café - damp proofing paper black	Brown Fibrous Homogeneous		25% Non-fibrous (Other)	75% Chrysotile
JR0530JR11B 241802663-0022	Exterior behind brick-café - damp proofing paper black				Positive Stop (Not Analyzed)

Analyst(s)

Lauren Buffone (11)

Quetcy Castro Romero (8)

Lauren Brennan, Asbestos Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0,

Initial report from: 05/31/2018 17:26:38

Appendix D

Site Photographs













Appendix E

Lead Determination Forms



XRF LEAD DETERMINATION FIELD DATA SHEET

Inspector Name: James Raffin Inspector License #: _____

Date: 5/30/18 XRF Model: RMD Serial: 1157

Project Name: James Ryan Project Number: 20170266 AIE

Address: 190 Park Lane - Turnbull Project PM: Miguel Mayes

XRF Calibration Check-RMD (0.7 to 1.3 mg/cm² inclusive)

	Hour	First Reading	Second Reading	Third Reading	Average
First Check	430	1.2	1.1	1.0	1.1
Second Check	445	1.0	1.0	1.2	1.1
Third Check					
Fourth Check					

Side	Surface/Component	Substrate/Color	XRF Reading	Positive (✓)	Comments/Notes
A	Panel above Door	Metal - Black	0.2		Main Ent
A	Soffit	Metal - Brown	0.2		↓
A	Window Panel	Metal - Black	0.0		Octagonal
A	Window Divider	Metal - Brown	0.5		↓
A	Door	Metal - Brown	0.0		↓
A	Window Sill	Slab - Brown	0.2		1955
A	Operable Window	Metal - Brown	1.1	✓	1955
A	Window Divider	Metal - ↓	0.0		1955 - Cap
A	Soffit	Trunk - White	0.7		↓
C	Door	Metal - Brown	0.4		↓
C	Window - Divider	Metal - Brown	0.1		Cafe - Windows
C	Window - Frame	Metal - Brown	1.1	✓	↓ ↓
B	Door	Metal - Silver	0.3		Oct. - lower level

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

SECTION 054000 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Load-bearing wall framing.
- B. Related Sections include the following:
 - 1. Section 099216 "Non-Structural Metal Framing" for interior non-load-bearing, metal-stud framing and ceiling-suspension assemblies.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
 - 1. Design Loads: As indicated on Drawings or required by code.
 - 2. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
 - a. Upward and downward movement of 1-inch.
- B. Cold-Formed Steel Framing, General: Design according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions."
 - 1. Headers: Design according to AISI's "Standard for Cold-Formed Steel Framing - Header Design."

1.4 SUBMITTALS

- A. Product Data: For each type of cold-formed metal framing product and accessory indicated.
- B. Shop Drawings: Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
 - 1. For cold-formed metal framing indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

- C. Welding certificates.
- D. Qualification Data: For professional engineer
- E. Product Test Reports: From a qualified testing agency, unless otherwise stated, indicating that each of the following complies with requirements, based on evaluation of comprehensive tests for current products:
 - 1. Steel sheet.
 - 2. Expansion anchors.
 - 3. Power-actuated anchors.
 - 4. Mechanical fasteners.
 - 5. Vertical deflection clips.
 - 6. Horizontal drift deflection clips
 - 7. Miscellaneous structural clips and accessories.

1.5 QUALITY ASSURANCE

- A. Engineering Responsibility: Preparation of Shop Drawings, design calculations, and other structural data by a qualified professional engineer.
- B. 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 cold-formed metal framing that are similar to those indicated for this Project in material, design, and extent.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated.
- D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- E. AISI Specifications and Standards: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" and its "Standard for Cold-Formed Steel Framing - General Provisions."
 - 1. Comply with AISI's "Standard for Cold-Formed Steel Framing - Header Design."
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide cold-formed metal framing by one of the following:
 - 1. Clark Steel Framing
 - 2. Dietrich Metal Framing; a Worthington Industries Company
 - 3. MarinoWare; a division of Ware Industries

2.2 MATERIALS

- A. Steel Sheet: ASTM A 1003, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
 - 1. Grade: As required by structural performance.
 - 2. Coating: G60.

2.3 LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: 0.0428-inch.
 - 2. Flange Width: 1-5/8 inches.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with straight flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: Matching steel studs.
 - 2. Flange Width: 1¼ inches.
- C. Steel Box or Back-to-Back Headers: Manufacturer's standard C-shapes used to form header beams, of web depths indicated, punched, with stiffened flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: 0.0428-inch.
 - 2. Flange Width: 1-5/8 inches.

2.4 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 - 1. Supplementary framing.
 - 2. Bracing, bridging, and solid blocking.
 - 3. Web stiffeners.
 - 4. Anchor clips.
 - 5. End clips.

6. Foundation clips.
7. Gusset plates.
8. Stud kickers, knee braces, and girts.
9. Joist hangers and end closures.
10. Hole reinforcing plates.
11. Backer plates.

2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36, zinc coated by hot-dip process according to ASTM A 123.
- B. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- C. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- D. Welding Electrodes: Comply with AWS standards.

2.6 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: ASTM A 780.
- B. Shims: Load bearing, high-density multi-monomer plastic, non-leaching.
- C. Sealer Gaskets: Closed-cell neoprene foam, ¼-inch-thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

2.7 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
 1. Fabricate framing assemblies using jigs or templates.
 2. Cut framing members by sawing or shearing; do not torch cut.
 3. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.
 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to Shop Drawings.

- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of 1/8-inch in 10 feet and as follows:
 - 1. Spacing: Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 - 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8-inch.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Install load bearing shims or grout between the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete or masonry construction.
- B. Install sealer gaskets to isolate the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
 - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16-inch.
- D. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
 - 1. Cut framing members by sawing or shearing; do not torch cut.

2. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, and complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- H. Install insulation, specified in Section 072100 "Thermal Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- J. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8-inch in 10 feet and as follows:
 1. Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.4 LOAD-BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and at spacings as follows:
 1. Anchor Spacing: 24 inches.
- B. Squarely seat studs against top and bottom tracks with gap not exceeding of 1/8-inch between the end of wall framing member and the web of track. Fasten both flanges of studs to top and bottom tracks. Space studs as follows:
 1. Stud Spacing: As indicated.
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar configurations.
- D. Align studs vertically where floor framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce track to transfer loads.

- E. Align floor and roof framing over studs. Where framing cannot be aligned, continuously reinforce track to transfer loads.
- F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure as indicated.
- G. Install headers over wall openings wider than stud spacing. Locate headers above openings as indicated. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
 - 1. Frame wall openings with not less than a double stud at each jamb of frame as indicated on Shop Drawings. Fasten jamb members together to uniformly distribute loads.
 - 2. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.
- H. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.
 - 1. If type of supplementary support is not indicated, comply with stud manufacturer's written recommendations and industry standards in each case, considering weight or load resulting from item supported.
- I. Install horizontal bridging in stud system, spaced 48 inches. Fasten at each stud intersection.
 - 1. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of two (2) screws into each flange of the clip angle for framing members up to 8 inches deep.
- J. Install steel sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom tracks. Fasten clip-angle connectors to multiple studs at ends of bracing and anchor to structure.
- K. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

3.5 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work where test results indicate that it does not comply with specified requirements.

- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 REPAIRS AND PROTECTION

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

END OF SECTION 054000

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 applications where framing and supports are not specified in other Sections.
 - 2. Mechanical enclosures and trim.

1.3 COORDINATION

- A. Coordinate installation of anchorages for formed metal items. Deliver items to Project site in time for installation.
- B. Coordinate installation of formed metal with adjacent construction to ensure that wall assemblies, flashings, trim, and joint sealants, are protected against damage from the effects of weather, age, corrosion, and other causes of deterioration.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator and professional engineer.
- B. Welding certificates.
- C. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code - Steel."
- B. Fabricator Qualifications: A firm experienced in producing decorative formed metal similar to that indicated for this Project and with a record of successful in-service performance as well as sufficient production capacity to produce required units.

1.7 FIELD CONDITIONS

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

PART 2 - PRODUCTS

2.1 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 (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 METALS

- 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.
- B. Steel Sheet: Uncoated, cold-rolled, ASTM A 1008, commercial steel, exposed.

2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 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.
- B. 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.

2.4 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.

2.5 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. Coordinate dimensions and attachment methods of formed metal items with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.
- C. 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.
- D. Form metal to profiles indicated, in maximum lengths to minimize joints. Produce flat, flush surfaces without cracking or grain separation at bends. Fold back exposed edges of unsupported sheet metal to form a ½-inch-wide hem on the concealed side, or ease edges to a radius of approximately 1/32-inch and support with concealed stiffeners.
- 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.
- F. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- G. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- H. 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.
- I. Increase metal thickness or reinforce with concealed stiffeners, backing materials, or both, as needed to provide surface flatness equivalent to stretcher-leveled standard of flatness and sufficient strength for indicated use.
 - 1. Support joints with concealed stiffeners as needed to hold exposed faces of adjoining sheets in flush alignment.

2.6 CLOSURES AND TRIM

- A. Form closures and trim from metal of type and thickness indicated below. Fabricate to fit tightly to adjoining construction.
 - 1. Steel Sheet: Thickness as indicated in the Drawings.
 - a. Finish: Factory primed.

- B. Conceal fasteners where possible; otherwise, locate where they are as inconspicuous as possible. Size fasteners to support closures and trim, with fasteners spaced to prevent buckling or waviness in finished surfaces.
- C. Drill and tap holes needed for securing closures and trim to other surfaces.
- D. Miter or cope trim members at corners and reinforce with bent metal splice plates to form tight joints.

2.7 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.8 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153 for steel and iron hardware and with ASTM A 123 for other steel and iron products.
 - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
 - 2. Galvanized items to receive paint finish are to be shop primed within twelve (12) hours of galvanizing.
- B. Factory Priming for Field-Painted Finish: Where field painting after installation is indicated, apply shop primer to prepared surfaces of items unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

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.

3.2 ADJUSTING AND CLEANING

- A. Unless otherwise indicated, clean metals by washing thoroughly with water and soap, rinsing with clean water, and drying with soft cloths.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.
- C. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint and paint exposed 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.

3.3 PROTECTION

- A. Protect finishes of decorative formed metal items from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

END OF SECTION 055000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. WCLIB: West Coast Lumber Inspection Bureau.
 - 4. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 - 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.

3. Power-driven fasteners.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

- B. Maximum Moisture Content of Lumber: Fifteen percent (15%) unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of fifteen percent (15%). Do not use material that is warped or that does not comply with requirements for untreated material.

- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

- D. Application: Treat items indicated on Drawings, and the following:

1. Wood nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, blocking, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for all locations and where indicated.
 - 3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
- C. Kiln-dry lumber and plywood after treatment to a maximum moisture content of fifteen percent (15%).
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all rough carpentry unless otherwise indicated.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. Provide Standard, Stud, or No. 3 grade lumber and any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Hem-fir; WCLIB or WWPA.
 - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless-steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six (6) times the load imposed when installed in unit masonry assemblies and equal to four (4) times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Stainless-steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Do not splice structural members between supports unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- D. Provide fire blocking in stud spaces and other concealed cavities as indicated and as follows:
 - 1. Fire block concealed spaces of framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- thickness.
 - 2. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.

- E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use copper naphthenate for items not continuously protected from liquid water.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

END OF SECTION 061000

SECTION 061600 - SHEATHING

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. Wall sheathing.

- B. Related Requirements:

- 1. Section 072726 "Fluid-Applied Membrane Air Barriers" for air and vapor barrier applied over wall sheathing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

- 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
 - 3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
 - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For following products, from ICC-ES:

- 1. Preservative-treated plywood.
 - 2. Fire-retardant-treated plywood.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that

periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory."

2.2 WOOD PANEL PRODUCTS

- A. Plywood: DOC PS 1.
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

2.3 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive

combustion when the test is extended an additional twenty (20) minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898.
3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high-temperature fire-retardant treatment is indicated, span ratings for temperatures up to 170 deg F (76 deg C) shall be not less than span ratings specified.

- C. Kiln-dry material after treatment to a maximum moisture content of fifteen percent (15%). Do not use material that is warped or does not comply with requirements for untreated material.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat **all** plywood unless otherwise indicated.

2.5 WALL SHEATHING

- A. Plywood Wall Sheathing: C-D Grade, Exposure 1 sheathing.
1. Nominal Thickness: $\frac{3}{4}$ inch unless otherwise indicated.
 2. Provide finished grade where exposed to view.
- B. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177.
1. Basis of Design:
 - a. Georgia-Pacific Gypsum LLC; **DensGlass Sheathing**
 2. Manufacturers:
 - a. Certainteed Corporation
 - b. National Gypsum Company
 - c. United States Gypsum Company
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
 3. Type and Thickness: Regular, $\frac{1}{2}$ -inch-thick, unless otherwise indicated.
 4. Size: 48 by 96 inches for vertical installation.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. For wall sheathing, provide fasteners of Type 304 stainless-steel.

- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- E. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached.
 - 1. For steel framing less than 0.0329-inch-thick, use screws that comply with ASTM C 1002.
 - 2. For steel framing from 0.033- to 0.112-inch-thick, use screws that comply with ASTM C 954.

2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.
 - 1. Adhesives shall have a VOC content of 70 g/L or less.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Wall Sheathing:
 - a. Glue and screw to cold-formed metal framing.
 - b. Space panels 1/8-inch apart at edges and ends.

3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
 - 1. Fasten gypsum sheathing to cold-formed metal framing with screws.
 - 2. Install boards with a 3/8-inch gap where non-load-bearing construction abuts structural elements.
 - 3. Install boards with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Vertical Installation: Install vertical edges centered over studs. Abut ends and edges with those of adjacent boards. Attach at perimeter and within field of panel to each stud.
 - 1. Space fasteners approximately 8 inches o.c. and set back a minimum of 3/8-inch from edges and ends of panels.

END OF SECTION 061600

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Interior trim.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
 - 2. Section 099123 "Interior Painting" for priming and backpriming of interior finish carpentry.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

- 1. Include data for wood-preservative treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained. Include chemical-treatment manufacturer's written instructions for finishing treated material.
 - 2. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
 - 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced before shipment to Project site to levels specified.
 - 4. Include copies of warranties from chemical-treatment manufacturers for each type of treatment.

- B. Samples:

- 1. For each species and cut of lumber with non-factory-applied finish, with ½ of exposed surface finished, 50 sq. in.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For fire-retardant-treated wood, from ICC-ES.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Protect materials from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions meet requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 INTERIOR ARCHITECTURAL WOODWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

2.2 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's Board of Review. Grade lumber by an agency certified by the American Lumber Standard Committee's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.
- B. Hardboard: AHA A135.4.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2.

1. Kiln dry lumber after treatment to a maximum moisture content of nineteen percent (19%).
2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
3. For exposed items indicated to receive transparent finish, do not use chemical formulations that contain colorants or that bleed through or otherwise adversely affect finishes.
4. Do not use material that is warped or does not comply with requirements for untreated material.
5. Mark lumber with treatment-quality mark of an inspection agency approved by the American Lumber Standard Committee's Board of Review.
6. Application: Where indicated.

2.4 FIRE-RETARDANT-TREATED MATERIALS

- A. General: For applications indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction, and comply with testing requirements; testing by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional twenty (20) minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 1. Kiln dry lumber after treatment to a maximum moisture content of nineteen percent (19%).
- C. For exposed items indicated to receive a stained or natural finish, use organic resin chemical formulations that do not contain colorants, and provide materials that do not have marks from spacer sticks on exposed face.
- D. Do not use material that does not comply with requirements for untreated material or is warped or discolored.
- E. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- F. Application: Where indicated.

2.5 INTERIOR WOODWORK

- A. Lumber Trim for Opaque Finish (Painted Finish):
 1. Species and Grade: Alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar; B Finish; NHLA.
 2. Maximum Moisture Content: Ten percent (10%).

3. Finger Jointing: Not allowed.
4. Face Surface: Surfaced (smooth).

2.6 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Multipurpose Construction Adhesive: Formulation complying with ASTM D 3498 that is recommended for indicated use by adhesive manufacturer.
 1. Adhesive shall have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.7 FABRICATION

- A. Back out or kerf backs of the following members except those with ends exposed in finished work:
 1. Interior standing and running trim.
- B. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of twenty-four (24) hours.
- C. Prime to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends. Comply with requirements in Section 099123 "Interior Painting."

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, too small to fabricate with proper jointing arrangements, or with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 3. Install to tolerance of 1/8-inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 4. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 - 1. Install trim after gypsum-board joint finishing operations are completed.
 - 2. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.

3.5 ADJUSTING

- A. Replace interior finish carpentry that is damaged or does not comply with requirements. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean interior finish carpentry on exposed and semi-exposed surfaces. Restore damaged or soiled areas and touch up factory-applied finishes, if any.

3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.

1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062023

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Glass-fiber blanket.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, for tests performed by a qualified testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET

- A. Glass-Fiber Blanket, Unfaced: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation
 - b. Johns Manville
 - c. Owens Corning
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one (1) length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 072413 - POLYMER-BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

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. EIFS-clad barrier-wall assemblies that are field applied over substrate.

B. Related Requirements:

- 1. Section 072726 - Fluid-Applied Membrane Air Barriers for fluid-applied, synthetic polymer air barriers applied over sheathing under EIFS-clad barrier-wall assemblies.
- 2. Section 079200 "Joint Sealants" for sealing joints in EIFS with elastomeric joint sealants and for perimeter joints between EIFS and other materials.

1.3 DEFINITIONS

- A. Definitions in ASTM E 2110 apply to Work of this Section.
- B. EIFS: Exterior insulation and finish system(s).
- C. IBC: International Building Code.
- D. Polymer-Based Exterior Insulation and Finish System: Class PB EIFS, as defined in ASTM E 2568.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each EIFS component, trim, and accessory.
- B. Samples: For each exposed product and for each color and texture specified, 8 inches square in size.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each EIFS assembly and component, for tests performed by a qualified testing agency.

- C. Evaluation Reports: For EIFS, including insulation from ICC-ES.
- D. Sample Warranty: For manufacturer's special warranty.

1.7 CLOSEOUT SUBMITTALS

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

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An installer certified in writing by EIFS manufacturer as qualified to install manufacturer's system using trained workers.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, to set quality standards for materials and execution, and to set quality standards for fabrication and installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened packages with manufacturers' labels intact and clearly identifying products.
- B. Store materials inside and under cover; keep them dry and protected from weather, direct sunlight, surface contamination, aging, corrosion, damaging temperatures, construction traffic, and other causes.
 - 1. Stack insulation board flat and off the ground.
 - 2. Protect plastic insulation against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Maintain ambient temperatures above 40 deg F (4.4 deg C) for a minimum of twenty-four (24) hours before, during, and after adhesives or coatings are applied. Do not apply EIFS adhesives or coatings during rainfall. Proceed with installation only when existing and forecasted weather conditions and ambient outdoor air, humidity, and substrate temperatures permit EIFS to be applied, dried, and cured according to manufacturers' written instructions and warranty requirements.

1.11 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace EIFS that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Bond integrity and weathertightness.
 - b. Deterioration of EIFS finishes and other EIFS materials beyond normal weathering.

2. Warranty coverage includes the following EIFS components:
 - a. EIFS finish, including base and finish coats and reinforcing mesh.
 - b. Insulation installed as part of EIFS.
 - c. Insulation adhesive.
 - d. EIFS accessories, including trim components and flashing.
3. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design:
 1. Sto Corp.; **StoTherm ci**
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. BASF Wall Systems
 2. Dryvit Systems, Inc.
 3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Source Limitations: Obtain EIFS from single source from single EIFS manufacturer and from sources approved by EIFS manufacturer as tested and compatible with EIFS components.

2.2 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: Comply with ASTM E 2568 and with the following:
 1. Weathertightness: Resistant to water penetration from exterior.
 2. Structural Performance: EIFS assembly and components shall comply with ICC-ES AC219 when tested according to ASTM E 2568.
 3. Wind Loads: As indicated on Drawings or as required by code.
 4. Impact Performance: ASTM E 2568, Standard impact resistance.

2.3 EIFS MATERIALS

- A. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use; compatible with substrate and complying with one (1) of the following:
 1. Job-mixed formulation of Portland cement complying with ASTM C 150, Type I, and polymer-based adhesive specified for base coat.
 2. Factory-blended dry formulation of Portland cement, dry polymer admixture, and fillers specified for base coat.
 3. Factory-mixed non-cementitious formulation designed for adhesive attachment of insulation to substrates of type indicated, as recommended by EIFS manufacturer.

- B. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation (EPS): Comply with ASTM C 578, Type I; and with EIFS manufacturer's requirements for most stringent requirements for material performance and qualities of insulation, including dimensions and permissible variations, and the following:
 - 1. Aging: Before cutting and shipping, age insulation in block form by air drying for not less than six (6) weeks.
 - 2. Flame-Spread and Smoke-Developed Indexes: 25 and 450 or less, respectively, according to ASTM E 84.
 - 3. Dimensions: Provide insulation boards of not more than 24 by 48 inches and in thickness indicated, but not more than 4 inches thick or less than the thickness allowed by ASTM C 1397.
- C. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multi-end strands with retained mesh tensile strength of not less than 120 lbf/in. according to ASTM E 2098 and the following:
 - 1. Reinforcing Mesh for EIFS, General: Not less than weight required to meet impact-performance level specified in "Performance Requirements" Article.
- D. Base-Coat Materials: EIFS manufacturer's standard mixture complying with one (1) of the following:
 - 1. Job-mixed formulation of Portland cement complying with ASTM C 150, Type I, white or natural color; and manufacturer's standard polymer-emulsion adhesive designed for use with Portland cement.
 - 2. Job-combined formulation of manufacturer's standard polymer-emulsion adhesive and manufacturer's standard dry mix containing Portland cement.
 - 3. Factory-blended dry formulation of Portland cement, dry polymer admixture, and inert fillers to which only water is added at Project site.
 - 4. Factory-mixed non-cementitious formulation of polymer-emulsion adhesive and inert fillers that is ready to use without adding other materials.
- E. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.
- F. Finish-Coat Materials: EIFS manufacturer's standard acrylic-based coating complying with the following:
 - 1. Factory-mixed formulation of polymer-emulsion binder, colorfast mineral pigments, sound stone particles, and fillers.
 - 2. Colors and Textures: As selected by Architect from manufacturer's full range, to match existing.
- G. Water: Potable.
- H. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D 1784 and ASTM C 1063.

1. Casing Bead: Prefabricated, one-piece type for attachment behind insulation, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
2. Drip Screed/Track: Prefabricated, one-piece type for attachment behind insulation with face leg extended to form a drip, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
3. Expansion Joint: Prefabricated, one-piece V profile; designed to relieve stress of movement.

2.4 MIXING

- A. Comply with EIFS manufacturer's requirements for combining and mixing materials. Do not introduce admixtures, water, or other materials except as recommended by EIFS manufacturer. Mix materials in clean containers. Use materials within time period specified by EIFS manufacturer or discard.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roof edges, wall framing, flashings, openings, substrates, and junctures at other construction for suitable conditions where EIFS will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
 1. Begin coating application only after surfaces are dry.
 2. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Protect contiguous work from moisture deterioration and soiling caused by application of EIFS. Provide temporary covering and other protection needed to prevent spattering of exterior finish coats on other work.
- B. Protect EIFS, substrates, and wall construction behind them from inclement weather during installation. Prevent penetration of moisture behind EIFS and deterioration of substrates.
- C. Prepare and clean substrates to comply with EIFS manufacturer's written instructions to obtain optimum bond between substrate and adhesive for insulation.

3.3 EIFS INSTALLATION, GENERAL

- A. Comply with ASTM C 1397, ASTM E 2511, and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate.

3.4 TRIM INSTALLATION

- A. Trim: Apply trim accessories at perimeter of EIFS, at expansion joints, and elsewhere as indicated. Coordinate with installation of insulation.
1. Drip Screed/Track: Use at bottom edges of EIFS unless otherwise indicated.
 2. Expansion Joint: Use where indicated on Drawings.
 3. Casing Bead: Use at other locations.

3.5 INSULATION INSTALLATION

- A. Board Insulation: Adhesively attach insulation to substrate in compliance with ASTM C 1397 and the following:
1. Sheathing: Apply adhesive to insulation by notched-trowel method in a manner that results in coating the entire surface of sheathing with adhesive once insulation is adhered to substrate. Apply adhesive to a thickness of not less than ¼ inch for factory mixed and not less than 3/8 inch for field mixed, measured from surface of insulation before placement.
 2. Press and slide insulation into place. Apply pressure over the entire surface of insulation to accomplish uniform contact, high initial grab, and overall level surface.
 3. Allow adhered insulation to remain undisturbed for not less than twenty-four (24) hours, before beginning rasping and sanding insulation or before applying base coat and reinforcing mesh.
 4. Apply insulation over dry substrates in courses with long edges of boards oriented horizontally.
 5. Begin first course of insulation from a level base line and work upward, if no trim is being used.
 6. Begin first course of insulation from screed/track and work upward. Work from perimeter casing beads toward interior of panels if possible.
 7. Stagger vertical joints of insulation boards in successive courses to produce running bond pattern. Locate joints so no piece of insulation is less than 12 inches wide or 6 inches high. Offset joints not less than 6 inches from corners of window and door openings.
 - a. Adhesive Attachment: Offset joints of insulation not less than 6 inches from horizontal and 4 inches from vertical joints in sheathing.
 8. Interlock ends at internal and external corners.
 9. Abut insulation tightly at joints within and between each course to produce flush, continuously even surfaces without gaps or raised edges between boards. If gaps greater than 1/16 inch occur, fill with insulation cut to fit gaps exactly; insert insulation without using adhesive or other material.
 10. Cut insulation to fit openings, corners, and projections precisely and to produce edges and shapes complying with details indicated.
 11. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than 1/16 inch from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16 inch. Prevent airborne dispersal and immediately collect insulation raspings or sandings.
 12. Interrupt insulation for expansion joints where indicated.
 13. Form joints for sealant application by leaving gaps between adjoining insulation edges and between insulation edges and dissimilar adjoining surfaces. Make gaps wide enough

- to produce joint widths indicated after encapsulating joint substrates with base coat and reinforcing mesh.
14. Form joints for sealant application with back-to-back casing beads for joints within EIFS and with perimeter casing beads at dissimilar adjoining surfaces. Make gaps between casing beads and between perimeter casing beads and adjoining surfaces of width indicated.
 15. Fully wrap board edges with strip reinforcing mesh.
 16. Treat exposed edges of insulation as follows:
 - a. Except for edges forming substrates of sealant joints, encapsulate with base coat, reinforcing mesh, and finish coat.
 - b. Encapsulate edges forming substrates of sealant joints within EIFS or between EIFS and other work with base coat and reinforcing mesh.
 - c. At edges trimmed by accessories, extend base coat, reinforcing mesh, and finish coat over face leg of accessories.
 17. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and EIFS lamina.
- B. Expansion Joints: Install at locations indicated, where required by EIFS manufacturer, and as follows:
1. At expansion joints in substrates behind EIFS.
 2. Where EIFS adjoin dissimilar substrates, materials, and construction, including other EIFS.
 3. Where wall height or building shape changes.
 4. Where EIFS manufacturer requires joints in long continuous elevations.

3.6 BASE-COAT INSTALLATION

- A. Base Coat: Apply to exposed surfaces of insulation in minimum thickness recommended in writing by EIFS manufacturer, but not less than 1/16-inch dry-coat thickness.
- B. Reinforcing Mesh: Embed reinforcing mesh in wet base coat to produce wrinkle-free installation with mesh continuous at corners, overlapped not less than 2½ inches or otherwise treated at joints to comply with ASTM C 1397 and EIFS manufacturer's written instructions. Do not lap reinforcing mesh within 8 inches of corners. Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are invisible.
- C. Double-Layer Reinforcing-Mesh Application: Where indicated or required, apply second base coat and second layer of reinforcing mesh, overlapped not less than 2½ inches or otherwise treated at joints to comply with ASTM C 1397 and EIFS manufacturer's written instructions in same manner as first application. Do not apply until first base coat has cured.
- D. Additional Reinforcing Mesh: Apply strip reinforcing mesh around openings, extending 4 inches beyond perimeter. Apply additional 9-by-12-inch strip reinforcing mesh diagonally at corners of openings (re-entrant corners). Apply 8-inch-wide, strip reinforcing mesh at both inside and outside corners unless base layer of mesh is lapped not less than 4 inches on each side of corners.
1. Embed strip reinforcing mesh in base coat before applying first layer of reinforcing mesh.

3.7 FINISH-COAT INSTALLATION

- A. Primer: Apply over dry base coat according to EIFS manufacturer's written instructions.
- B. Finish Coat: Apply over dry primed base coat, maintaining a wet edge at all times for uniform appearance, in thickness required by EIFS manufacturer to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.

3.8 CLEANING AND PROTECTION

- A. Remove temporary covering and protection of other work. Promptly remove coating materials from window and door frames and other surfaces outside areas indicated to receive EIFS coatings.

END OF SECTION 072413

SECTION 072726 - FLUID-APPLIED MEMBRANE AIR BARRIERS

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 fluid-applied, vapor-retarding membrane air barriers.
- B. Related Requirements:
 - 1. Section 061600 "Sheathing" for wall sheathings and wall sheathing joint-and-penetration treatments.

1.3 DEFINITIONS

- A. Air-Barrier Material: A primary element that provides a continuous barrier to the movement of air.
- B. Air-Barrier Accessory: A transitional component of the air barrier that provides continuity.
- C. Air-Barrier Assembly: The collection of air-barrier materials and accessory materials applied to an opaque wall, including joints and junctions to abutting construction, to control air movement through the wall.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; dry film thickness; and tested physical and performance properties of products.
- B. Shop Drawings: For air-barrier assemblies.
 - 1. Show locations and extent of air barrier materials, accessories, and assemblies specific to Project conditions.
 - 2. Include details for substrate joints and cracks, counterflashing strips, penetrations, inside and outside corners, terminations, and tie-ins with adjoining construction.
 - 3. Include details of interfaces with other materials that form part of air barrier.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

- B. Product Certificates: From air-barrier manufacturer, certifying compatibility of air barriers and accessory materials with Project materials that connect to or that come in contact with the barrier.
- C. Product Test Reports: For each air-barrier assembly, for tests performed by a qualified testing agency.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Remove and replace liquid materials that cannot be applied within their stated shelf life.
- B. Protect stored materials from direct sunlight.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Apply air barrier within the range of ambient and substrate temperatures recommended by air-barrier manufacturer.
 - 1. Protect substrates from environmental conditions that affect air-barrier performance.
 - 2. Do not apply air barrier to a damp or wet substrate or during snow, rain, fog, or mist.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace air and vapor barrier and accessories that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain primary air-barrier materials and air-barrier accessories from single source from single manufacturer.
- B. VOC Content: 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and complying with VOC content limits of authorities having jurisdiction.

2.2 PERFORMANCE REQUIREMENTS

- A. Air Barrier Performance: Air barrier assembly and seals with adjacent construction shall be capable of performing as a continuous air barrier. Air-barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, penetrations, tie-ins to installed waterproofing, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.

- B. Air-Barrier Assembly Air Leakage: Maximum 0.04 cfm/sq. ft. of surface area at 1.57 lbf/sq. ft., when tested according to ASTM E 283.
- C. VOC Content: 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and complying with VOC content limits of authorities having jurisdiction.

2.3 VAPOR-RETARDING MEMBRANE AIR BARRIER

- A. Fluid-Applied, Vapor-Retarding Membrane Air Barrier: Synthetic polymer membrane.
 - 1. Basis of Design:
 - a. GCP Applied Technologies, Inc.; **Perm-A-Barrier Liquid**
 - 2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Henry Company
 - b. Rubber Polymer Corporation, Inc.
 - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures.
 - 3. Physical and Performance Properties:
 - a. Air Permeance: Maximum 0.004 cfm/sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - b. Vapor Permeance: Maximum 0.1 perm; ASTM E 96.
 - c. Ultimate Elongation: Minimum five hundred percent (500%); ASTM D 412, Die C.
 - d. UV Resistance: Can be exposed to sunlight for thirty (30) days according to manufacturer's written instructions.

2.4 ACCESSORY MATERIALS

- A. General: Accessory materials recommended by air-barrier manufacturer to produce a complete air-barrier assembly and compatible with primary air-barrier material.
- B. Primer: Liquid waterborne primer recommended for substrate by air-barrier material manufacturer.
- C. Joint Reinforcing Strip: Air-barrier manufacturer's glass-fiber-mesh tape.
- D. Substrate-Patching Membrane: Manufacturer's standard trowel-grade substrate filler.
- E. Adhesive and Tape: Air-barrier manufacturer's standard adhesive and pressure-sensitive adhesive tape.
- F. Modified Bituminous Transition Strip: Vapor retarding, 40 mils thick, smooth surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a 4-mil-thick polyethylene film with release liner backing.

- G. Joint Sealant: ASTM C 920, single-component, neutral-curing silicone; Class 100/50 (low modulus), Grade NS, Use NT related to exposure, and, as applicable to joint substrates indicated, Use O. Comply with Section 079200 "Joint Sealants."
- H. Termination Mastic: Air-barrier manufacturer's standard cold fluid-applied elastomeric liquid; trowel grade.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that substrates are sound and free of oil, grease, dirt, excess mortar, or other contaminants.
 - 2. Verify that concrete has cured and aged for minimum time period recommended by air-barrier manufacturer.
 - 3. Verify that concrete is visibly dry and free of moisture. Test concrete substrates for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 4. Verify that masonry joints are flush and completely filled with mortar.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean, prepare, treat, fill, and seal substrate and joints and cracks in substrate according to manufacturer's written instructions and details. Provide clean, dust-free, and dry substrate for air-barrier application.
- B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate-patching membrane.
- E. Remove excess mortar from masonry ties, shelf angles, and other obstructions.
- F. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners and edges to form a smooth transition from one plane to another.

3.3 JOINT TREATMENT

- A. Concrete and Masonry: Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C 1193 and air-barrier manufacturer's written instructions. Remove dust and dirt from joints and cracks complying with ASTM D 4258 before coating surfaces.

1. Prime substrate and apply a single thickness of air-barrier manufacturer's recommended preparation coat extending a minimum of 3 inches along each side of joints and cracks. Apply a double thickness of fluid air-barrier material and embed a joint reinforcing strip in preparation coat.
- B. Gypsum Sheathing: Fill joints greater than ¼ inch with sealant according to ASTM C 1193 and air-barrier manufacturer's written instructions. Apply first layer of fluid air-barrier material at joints. Tape joints with joint reinforcing strip after first layer is dry. Apply a second layer of fluid air-barrier material over joint reinforcing strip.

3.4 ACCESSORIES INSTALLATION

- A. General: Install strips, transition strips, and accessory materials according to air-barrier manufacturer's written instructions to form a seal with adjacent construction and ensure continuity of air and water barrier.
 1. Coordinate the installation of air barrier with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
 2. Install transition strip on roofing membrane or base flashing so that a minimum of 3 inches of coverage is achieved over each substrate.
 3. Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by air-barrier material on same day. Reprime areas exposed for more than 24 hours.
- B. Connect and seal exterior wall air-barrier material continuously to roofing-membrane air barrier, concrete below-grade structures, floor-to-floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings, using accessory materials.
- C. At end of each working day, seal top edge of strips and transition strips to substrate with termination mastic.
- D. Apply joint sealants forming part of air-barrier assembly within manufacturer's recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- E. Wall Openings: Prime concealed, perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply modified bituminous transition strip so that a minimum of 3 inches of coverage is achieved over each substrate. Maintain 3 inches of full contact over firm bearing to perimeter frames with not less than 1-inch of full contact.
 1. Transition Strip: Roll firmly to enhance adhesion.
- F. Seal strips and transition strips around masonry reinforcing or ties and penetrations with termination mastic.
- G. Seal top of through-wall flashings to air barrier with an additional 6-inch-wide, transition strip.
- H. Seal exposed edges of strips at seams, cuts, penetrations, and terminations not concealed by metal counterflashings or ending in reglets with termination mastic.

- I. Repair punctures, voids, and deficient lapped seams in strips and transition strips. Slit and flatten fishmouths and blisters. Patch with transition strips extending 6 inches beyond repaired areas in strip direction.

3.5 AIR-BARRIER MATERIAL INSTALLATION

- A. Apply fluid air-barrier material to form a seal with strips and transition strips and to achieve a continuous air barrier according to air-barrier manufacturer's written instructions and details. Apply air-barrier material within manufacturer's recommended application temperature ranges.
 - 1. Unless manufacturer recommends in writing against priming, apply primer to substrates at required rate and allow it to dry.
 - 2. Limit priming to areas that will be covered by air-barrier material on same day. Reprime areas exposed for more than 24 hours.
- B. Membrane Air Barriers: Apply continuous unbroken air-barrier material to substrates according to the following thickness. Apply air-barrier material in full contact around protrusions such as masonry ties.
 - 1. Vapor-Retarding Air Barrier: Total dry film thickness of 60-mil, minimum, applied in one (1) or more equal coats.
- C. Do not cover air barrier until it has been tested and inspected by Owner's testing agency.
- D. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air-barrier components.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Inspections: Air-barrier materials, accessories, and installation are subject to inspection for compliance with requirements. Inspections may include the following:
 - 1. Continuity of air-barrier system has been achieved throughout the building envelope with no gaps or holes.
 - 2. Air-barrier dry film thickness.
 - 3. Continuous structural support of air-barrier system has been provided.
 - 4. Masonry and concrete surfaces are smooth, clean, and free of cavities, protrusions, and mortar droppings.
 - 5. Site conditions for application temperature and dryness of substrates have been maintained.
 - 6. Maximum exposure time of materials to UV deterioration has not been exceeded.
 - 7. Surfaces have been primed, if applicable.
 - 8. Laps in strips and transition strips have complied with minimum requirements and have been shingled in the correct direction (or mastic has been applied on exposed edges), with no fishmouths.
 - 9. Termination mastic has been applied on cut edges.
 - 10. Strips and transition strips have been firmly adhered to substrate.
 - 11. Compatible materials have been used.
 - 12. Transitions at changes in direction and structural support at gaps have been provided.

13. Connections between assemblies (air-barrier and sealants) have complied with requirements for cleanliness, surface preparation and priming, structural support, integrity, and continuity of seal.
14. All penetrations have been sealed.

C. Tests: As determined by Owner's testing agency from among the following tests:

1. Air-Leakage-Volume Testing: Air-barrier assemblies will be tested for air leakage according to ASTM E 783.
2. Adhesion Testing: Air-barrier assemblies will be tested for minimum air-barrier adhesion of 30 lbf/sq. in. according to ASTM D 4541 for each 600-sq. ft. of installed air barrier or part thereof.

D. Air barriers will be considered defective if they do not pass tests and inspections.

1. Apply additional air-barrier material, according to manufacturer's written instructions, where inspection results indicate insufficient thickness.
2. Remove and replace deficient air-barrier components for retesting as specified above.

E. Repair damage to air barriers caused by testing; follow manufacturer's written instructions.

3.7 CLEANING AND PROTECTION

A. Protect air-barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.

1. Protect air barrier from exposure to UV light and harmful weather exposure as recommended in writing by manufacturer. If exposed to these conditions for longer than recommended, remove and replace air barrier or install additional, full-thickness, air-barrier application after repairing and preparing the overexposed membrane according to air-barrier manufacturer's written instructions.
2. Protect air barrier from contact with incompatible materials and sealants not approved by air-barrier manufacturer.

B. Clean spills, stains, and soiling from construction that would be exposed in the completed work using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

C. Remove masking materials after installation.

END OF SECTION 072726

SECTION 074213.23 - METAL COMPOSITE MATERIAL WALL PANELS

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 metal composite material wall (soffit) panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:
 - 1. Include fabrication and installation layouts of metal composite material panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment assembly, trim, flashings, closures, and accessories; and special details.
 - 2. Accessories: Include details of the flashing, trim and anchorage, at a scale of not less than 1½ inches per 12 inches.
- C. Samples: For each type of exposed finish required, prepared on Samples of size indicated below.
 - 1. Metal Composite Material Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal composite material panel accessories.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal composite material panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

- B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical metal panel assembly as shown on Drawings, including corner, soffits, supports, attachments, and accessories.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal composite material panels, and other manufactured items so as not to be damaged or deformed. Package metal composite material panels for protection during transportation and handling.
- B. Unload, store, and erect metal composite material panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal composite material panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal composite material panels to ensure dryness, with positive slope for drainage of water. Do not store metal composite material panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal composite material panels during installation.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal composite material panels to be performed according to manufacturers' written instructions and warranty requirements.

1.9 COORDINATION

- A. Coordinate metal composite material panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal composite material panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two (2) years from date of Substantial Completion.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal composite material panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal composite material panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 330:
 - 1. Wind Loads: As indicated on Drawings and per Building Code.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft.
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 METAL COMPOSITE MATERIAL WALL PANELS

- A. Metal Composite Material Wall Panel Systems: Provide factory-formed and -assembled, metal composite material wall panels fabricated from two (2) metal facings that are bonded to a solid, extruded thermoplastic core; formed into profile for installation method indicated. Include attachment assembly components, and accessories required for weathertight system.
 - 1. Basis of Design:
 - a. Laminators Inc.; **Omega-Lite Panel**

2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Alcan Composites USA Inc.
- b. ALPOLIC, Division of Mitsubishi Chemical America, Inc.
- c. Alucoil North America
- d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

- B. Aluminum-Faced Composite Wall Panels: Formed with 0.020-inch-thick, coil-coated aluminum sheet facings.

1. Panel Thickness: ¼-inch.
2. Core: Standard.
3. Facing: Smooth.
4. Exterior Finish: Two-coat fluoropolymer.

- a. Color: As selected by Architect and Owner from manufacturer's full range, to match adjacent where required.

- C. Attachment Assembly Components: Formed from extruded aluminum.

- D. Attachment Assembly: Clip and caulk.

2.3 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal composite material panels unless otherwise indicated.

- B. Flashing and Trim: Provide flashing and trim formed from same material as metal composite material panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal composite material panels.

- C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal composite material panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

- D. Panel Sealants: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal composite material panels and remain weathertight; and as recommended in writing by metal composite material panel manufacturer.

2.4 FABRICATION

- A. General: Fabricate and finish metal composite material panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

- B. Fabricate metal composite material panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 3. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Aluminum Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal composite material panel supports, and other conditions affecting performance of the Work.

1. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal composite material wall panel manufacturer.
 - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
 - B. Examine roughing-in for components and assemblies penetrating metal composite material panels to verify actual locations of penetrations relative to seam locations of metal composite material panels before installation.
 - C. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.2 METAL COMPOSITE MATERIAL PANEL INSTALLATION
- A. General: Install metal composite material panels according to manufacturer's written instructions in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to supports unless otherwise indicated. Anchor metal composite material panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 1. Shim or otherwise plumb substrates receiving metal composite material panels.
 2. Flash and seal metal composite material panels at perimeter of all openings. Fasten with self-tapping screws.
 3. Install screw fasteners in predrilled holes.
 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 5. Install flashing and trim as metal composite material panel work proceeds.
 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 7. Align bottoms of metal composite material panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
 9. Coordinate with membrane air barrier manufacturer to maintain its warranty during metal composite material panel installation.
 - B. Fasteners:
 1. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
 - C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal composite material panel manufacturer.
 - D. Attachment Assembly, General: Install attachment assembly required to support metal composite material wall panels and to provide a complete weathertight wall system, including subgirts, perimeter extrusions, tracks, drainage channels, panel clips, and anchor channels.
 1. Include attachment to supports, panel-to-panel joinery, panel-to-dissimilar-material joinery, and panel-system joint seals.

- E. Clip Installation: Attach panel clips to supports at locations, spacings, and with fasteners recommended by manufacturer. Attach routed-and-turned flanges of wall panels to panel clips with manufacturer's standard fasteners.
 - 1. Seal horizontal and vertical joints between adjacent panels with sealant backing and sealant. Install sealant backing and sealant according to requirements specified in Section 079200 "Joint Sealants."
 - 2. Seal horizontal and vertical joints between adjacent metal composite material wall panels with manufacturer's standard gaskets.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal composite material panel assembly including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal composite material panel manufacturer; or, if not indicated, provide types recommended in writing by metal composite material panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
 - 1. Install exposed flashing and trim that is without buckling and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof performance.
 - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with mastic sealant (concealed within joints).

3.3 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal composite material wall panel units within installed tolerance of ¼ inch in 20 feet, non-accumulative, on level, plumb, and location lines as indicated, and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal composite material panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal composite material panel installation, clean finished surfaces as recommended by metal composite material panel manufacturer. Maintain in a clean condition during construction.
- B. After metal composite material panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

- C. Replace metal composite material panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074213.23

SECTION 076200 - SHEET METAL FLASHING AND TRIM

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. Formed wall sheet metal fabrications.
2. Formed brake metal.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review requirements for insurance and certificates if applicable.
3. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

- B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.

5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of special conditions.
9. Include details of connections to adjoining work.
10. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches (1:5).

C. Samples: For each type of sheet metal and accessory indicated with factory-applied finishes.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
- b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
- c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color: As selected by Architect and Owner from manufacturer's full range.
 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, one hundred percent (100%) solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape ½-inch-wide and 1/8-inch-thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polysulfide polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of ¼-inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.

- D. Sealant Joints: Where movable, non-expansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- G. Do not use graphite pencils to mark metal surfaces.

2.5 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:
 - 1. Aluminum: 0.050-inch-thick.

2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Sill Flashing, Column Wraps, Etc.: Fabricate from the following materials:
 - 1. Aluminum: 0.063-inch-thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Space cleats not more than 12 inches apart. Attach each cleat with at least two (2) fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for fifty percent (50%) movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill jamb, and similar flashings to extend 4 inches beyond wall openings.

3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of ¼ inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.5 CLEANING AND PROTECTION

- A. Clean off excess sealants.
- B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- C. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Latex joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 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 joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

- B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
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 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 joint-sealant manufacturer, based on testing and field experience.

- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Architectural sealants shall have a VOC content of 250 g/L or less.

- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

- D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Colors of Exposed Joint Sealants: As selected by Architect and Owner from manufacturer's full range, to match adjacent where required.

2.2 SILICONE JOINT SEALANTS

- A. Silicone, Non-Staining: Non-Staining, single-component, non-sag, plus fifty percent (+50%) and minus fifty percent (-50%) movement capability, non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
 - 1. Products:
 - a. Dow Corning Corporation
 - b. Master Bond, Inc.
 - c. Pecora Corporation
 - d. Tremco Incorporated
 - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems; **Sonolac**
 - b. Bostik, Inc.; **Chem-Calk 600**
 - c. Pecora Corporation; **AC-20+**
 - d. Tremco Incorporated; **Tremflex 834**
 - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.4 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; 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. Cylindrical Sealant Backings: ASTM C 1330, Type B (bi-cellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 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: Non-staining, 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, 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 joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.

- d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.

5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 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.

3.5 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.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Locations:
 - a. Control and expansion joints in unit masonry.
 - b. Joints between metal panels.
 - c. Joints between different materials listed above.
 - d. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - e. Other joints as indicated.
 2. Joint Sealant: Silicone, non-staining, S, NS, 50, NT.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Locations:
 - 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 and concrete walls and partitions.
 - d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
 - e. Other joints as indicated.
 2. Joint Sealant: Latex.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes hollow-metal work.
- B. Related Requirements:
 - 1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors and frames.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

- A. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Locations of reinforcement and preparations for hardware.
 - 4. Details of anchorages, joints, field splices, and connections.
 - 5. Details of accessories.
 - 6. Details of moldings, removable stops, and glazing.
 - 7. Details of conduit and preparations for power, signal, and control systems.
- C. Samples: For units with factory-applied color finishes.
- D. Product Schedule: For hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door assembly, for tests performed by a qualified testing agency.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
- B. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum ¼-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design:
 - 1. Steelcraft; an Allegion company
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Ceco Door Products; an Assa Abloy Group company
 - 2. Curries Company; an Assa Abloy Group company
 - 3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 EXTERIOR HOLLOW-METAL DOORS

- A. Maximum-Duty Doors and Frames: SDI A250.8, Level 4.
 - 1. Physical Performance: Level A according to SDI A250.4.
 - 2. Doors:
 - a. Type: As indicated in the Door Schedule.
 - b. Thickness: 1¾ inches.
 - c. Face: Metallic-coated steel sheet, minimum thickness of 14-gauge, with minimum A40 coating.
 - d. Edge Construction: Model 2, Seamless.
 - e. Core: Vertical steel stiffened.
 - 3. Exposed Finish: Prime.

2.3 MATERIALS

- A. Metallic-Coated Steel Sheet: ASTM A 653, Commercial Steel (CS), Type B.

- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153.
- C. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- D. Glazing: Comply with requirements in Section 088000 "Glazing".

2.4 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
 - 1. Steel-Stiffened Door Cores: Provide minimum thickness 20-gauge, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
 - 2. Vertical Edges for Single-Acting Doors: Bevel edges 1/8-inch in 2 inches.
 - 3. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets.
 - 4. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
 - 5. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce frames to receive non-templated, mortised, and surface-mounted door hardware.
 - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- E. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with mitered hairline joints.
 - 1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
 - 2. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
 - 3. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.5 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Steel Doors:
 - a. Between Door and Frame Jambs and Head: 1/8-inch plus or minus 1/32-inch.
 - b. Between Edges of Pairs of Doors: 1/8- to 1/4-inch plus or minus 1/32-inch.
 - c. At Bottom of Door: 3/4-inch.
 - d. Between Door Face and Stop: 1/16- to 1/8-inch plus or minus 1/32-inch.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

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. Storefront framing.
 - 2. Manual-swing entrance doors.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
 - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
 - 2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
 - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples: For units with factory-applied color finishes.
- D. Delegated-Design Submittal: For aluminum-framed entrances and storefronts 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 Installer and field testing agency.
- B. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
 - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.
- C. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.8 MOCKUPS

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Testing shall be performed on mockups according to requirements in "Field Quality Control" Article.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration created by wind and thermal and structural movements.
 - c. Deterioration of metals and other materials beyond normal weathering.
 - d. Water penetration through fixed glazing and framing areas.
 - e. Failure of operating components.
 - 2. Warranty Period: Two (2) years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.

C. Structural Loads:

1. Wind and Other Design Loads: As indicated on Drawings or as required by the Building Code.

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8-inch, whichever is smaller.
 - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.

E. Structural: Test according to ASTM E 330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
2. When tested at one hundred fifty percent (150%) of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:

1. Fixed Framing and Glass Area:
 - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.
2. Entrance Doors:
 - a. Single Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft.

G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of twenty percent (20%) of positive wind-load design pressure, but not less than 10 lbf/sq. ft.

H. Energy Performance: Certify and label energy performance according to NFRC as follows:

1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.44 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.34 as determined according to NFRC 200.

3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.
- I. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 MANUFACTURERS

- A. Basis-of-Design Product:
 1. Kawneer North America; **Trifab 451UT Framing Systems, GLASSvent Windows and 500 IR Entrances**
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. EFCO Corporation
 2. Oldcastle BuildingEnvelope
 3. TRACO
 4. YKK AP America Inc.
 5. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing, venting windows, and accessories, from single manufacturer.

2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 1. Construction: Thermally broken.
 2. Glazing System: Retained mechanically with gaskets on four (4) sides.
 3. Glazing Plane: Center.
 4. Finish: High-performance organic finish.
 5. Fabrication Method: Field-fabricated stick system.
 6. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 7. Steel Reinforcement: As required by manufacturer.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with non-staining, nonferrous shims for aligning system components.
 1. Provide internal steel reinforcement where required to meet code.

2.4 INSULATED SPANDREL PANELS

- A. Insulated Spandrel Panels: Laminated, metal-faced flat panels with no deviations in plane exceeding 0.8 percent of panel dimension in width or length.
1. Overall Panel Thickness: 1-inch.
 2. Exterior Skin: Aluminum.
 - a. Thickness: Manufacturer's standard for finish and texture indicated.
 - b. Finish: Match framing system.
 - c. Texture: Smooth.
 - d. Backing Sheet: 0.125-inch-thick, corrugated, high-density polyethylene.
 3. Interior Skin: Aluminum.
 - a. Thickness: Manufacturer's standard for finish and texture indicated.
 - b. Finish: Matching storefront framing.
 - c. Texture: Smooth.
 - d. Backing Sheet: 0.125-inch-thick, corrugated, high-density polyethylene.
 4. Thermal Insulation Core: Manufacturer's standard rigid, closed-cell, polyisocyanurate board.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame-Spread Index: 25 or less.
 2. Smoke-Developed Index: 450 or less.

2.5 VENTING WINDOWS

- A. Aluminum Windows: Manufacturer's standard units, complying with AAMA/WDMA/CSA 101/I.S.2/A440, with self-flashing mounting fins, and as follows:
1. Window Type: Project-out.
 2. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by manufacturer for strength, corrosion resistance, and application of required finish, but not less than 0.090-inch thickness at any location for main frame and sash members.
 - a. Thermally Improved Construction: Fabricate window units with an integral, concealed, low-conductance thermal barrier; located between exterior materials and window members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.
 3. Fasteners, Anchors, and Clips: Nonmagnetic stainless steel, aluminum, or other noncorrosive material, compatible with aluminum window members, trim, hardware, anchors, and other components of window units. Fasteners shall not be exposed, except for attaching hardware.

- a. Reinforcement: Where fasteners screw-anchor into aluminum less than 0.128-inch-thick, reinforce interior with aluminum or nonmagnetic stainless steel to receive screw threads, or provide standard, noncorrosive, pressed-in, spline grommet nuts.
- 4. Hardware: Manufacturer's standard; of aluminum, stainless steel, die-cast steel, malleable iron, or bronze; including the following:
 - a. Cam-action sweep sash lock and keeper at meeting rails, with removable handle.
 - b. Pole-operated, cam-action locking device on meeting rail where rail is more than 72 inches above floor, including pole ring, pole and pole hanger.
 - c. Steel or bronze operating arms.
 - d. Limit stop.
- 5. Insect Screens: Provide removable insect screen on each operable exterior sash, with screen frame finished to match window unit, complying with SMA 1004 or SMA 1201, and as follows:
 - a. Glass-Fiber Mesh Fabric: 18-by-16 mesh of PVC-coated, glass-fiber threads, woven and fused to form a fabric mesh; complying with ASTM D 3656.
- B. Glazing: Same as adjacent aluminum-framed entrances and storefront glazing.
- C. Finish: Match adjacent aluminum-framed entrances and storefront finish.

2.6 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
 - 1. Door Construction: 1¾-inch overall thickness, with minimum 0.090-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated, and fillet welded or that incorporate concealed tie rods.
 - 2. Door Design: Wide stile, as indicated on Drawings.
 - 3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide non-removable glazing stops on outside of door.

2.7 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this section is specified in Section 087100 "Door Hardware."
- B. Weather Stripping: Manufacturer's standard replaceable components.
 - 1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
 - 2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

- C. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

2.8 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."

2.9 MATERIALS:

- A. Sheet and Plate: ASTM B 209.
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
- C. Extruded Structural Pipe and Tubes: ASTM B 429.
- D. Structural Profiles: ASTM B 308.
- E. Steel Reinforcement:
 - 1. Structural Shapes, Plates, and Bars: ASTM A 36.
 - 2. Cold-Rolled Sheet and Strip: ASTM A 1008.
 - 3. Hot-Rolled Sheet and Strip: ASTM A 1011.
 - 4. Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

2.10 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
 - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123 or ASTM A 153 requirements.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, non-staining, nonbleeding flashing compatible with adjacent materials.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

2.11 FABRICATION

- A. Form or extrude aluminum shapes before finishing.

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.
 - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 5. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing or metal panels.
 - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Storefront Framing: Fabricate components for assembly using screw-spline system.
- F. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At exterior and interior, provide compression weather stripping at fixed stops.
- G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 - 1. Provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
 - 2. Provide weather sweeps applied to door bottoms.
- H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.12 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: As selected by Architect and Owner from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 INSTALLATION

A. General:

- 1. Comply with manufacturer's written instructions.
- 2. Do not install damaged components.
- 3. Fit joints to produce hairline joints free of burrs and distortion.
- 4. Rigidly secure non-movement joints.
- 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- 6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:

- 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
- 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.

D. Install components plumb and true in alignment with established lines and grades.

E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.

F. Install glazing as specified in Section 088000 "Glazing."

G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

- 1. Install to produce weathertight enclosure and tight fit at weather stripping.
- 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.3 ERECTION TOLERANCES

A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:

- 1. Plumb: 1/8-inch in 10 feet; 1/4-inch in 40 feet.

2. Level: 1/8-inch in 20 feet; 1/4-inch in 40 feet.
3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16-inch.
 - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1-inch-wide, limit offset from true alignment to 1/8-inch.
 - c. Where surfaces are separated by reveal or protruding element of 1-inch-wide or more, limit offset from true alignment to 1/4-inch.
4. Location: Limit variation from plane to 1/8-inch in 12 feet; 1/2-inch over total length.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Field Quality-Control Testing: Perform the following test on mockups.
 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
 - a. Perform a minimum of two (2) tests in areas as directed by Architect.
- C. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 084113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Mechanical door hardware for the following:
 - a. Swinging doors.
 - 2. Electrified door hardware.

1.3 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Inspect and discuss preparatory work performed by other trades.
 - 3. Inspect and discuss electrical roughing-in for electrified door hardware.
 - 4. Review sequence of operation for each type of electrified door hardware.
 - 5. Review required testing, inspecting, and certifying procedures.
- B. Keying Conference: Conduct conference at Project site." In addition to Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware

Consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:

1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
2. Preliminary key system schematic diagram.
3. Requirements for key control system.
4. Requirements for access control.
5. Address for delivery of keys.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Details of electrified door hardware, indicating the following:

1. Wiring Diagrams: For power, signal, and control wiring and including the following:
 - a. Details of interface of electrified door hardware and building safety and security systems.
 - b. Schematic diagram of systems that interface with electrified door hardware.
 - c. Point-to-point wiring.
 - d. Risers.
 - e. Elevations doors controlled by electrified door hardware.
2. Operation Narrative: Describe the operation of doors controlled by electrified door hardware.

C. Samples: For each exposed product in each finish specified, in manufacturer's standard size.

1. Tag Samples with full product description to coordinate Samples with door hardware schedule.

D. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
2. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.

- b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - e. Fastenings and other pertinent information.
 - f. Explanation of abbreviations, symbols, and codes contained in schedule.
 - g. Mounting locations for door hardware.
 - h. List of related door devices specified in other Sections for each door and frame.
- E. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- C. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Include final door hardware and keying schedule.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

- C. Deliver keys to Owner by registered mail or overnight package service.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Three (3) years from date of Substantial Completion, unless otherwise indicated.
 - a. Exit Devices: Two (2) years from date of Substantial Completion.
 - b. Manual Closers: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

2.2 PERFORMANCE REQUIREMENTS

- A. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
 - 2. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than ½ inch high.
 - 3. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least three (3) seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

2.3 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products, where allowed.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated below. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements.

2.4 CONTINUOUS HINGES

- A. Continuous Hinges: BHMA A156.26; minimum 0.120-inch-thick, extruded 6060 T6 aluminum alloy hinge leaves with minimum overall width of 4 inches; non-handed, reversible and fabricated to full height of door and frame to template screw locations; with components finished after milling and drilling are complete. Factory cut hinges for door size and provide with removable service power transfer panel where indicated at electrified openings.
 - 1. Basis-of-Design:
 - a. Markar Architectural Products, Inc.; a subsidiary of Adams Rite Manufacturing Co.
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Bommer Industries
 - b. McKinney Products Company; an ASSA ABLOY Group company
 - c. Pemko Manufacturing
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.5 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in Part 3 "Door Hardware Schedule".
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 - 1. Bored Locks: Minimum ½-inch latchbolt throw.
- C. Lock Backset: 2¾ inches, unless otherwise indicated.
- D. Lock Trim:

1. Levers: Cast.
 2. Escutcheons (Roses): Wrought.
 3. Dummy Trim: Match lever lock trim and escutcheons.
 4. Operating Device: Lever with escutcheons (roses).
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 3. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
 4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.
- F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.
1. Basis of Design:
 - a. Schlage Commercial Lock Division; an Allegion company; **ND Series – Rhodes, Vandalgard** functions
 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Corbin Russwin Architectural Hardware; n ASSA ABLOY Group Company
 - b. Medeco Security Locks, Inc.; an ASSA ABLOY Group company
 - c. SARGENT Manufacturing Company; an ASSA ABLOY Group company
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.6 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
1. Basis-of-Design Product:
 - a. Von Duprin; an Ingersoll-Rand company; **Series 99L, 06 trim**
 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. SARGENT Manufacturing Company; an ASSA ABLOY Group company
 - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Coordinate exit device operation with cylinder locks where specified.
- C. Interior panic hardware shall be cut ½ width of door from latch side only.

- D. At paired exit device doors where indicated, provide keyed removable mullions similar to Von Duprin steel mullion, **Model #9954**.
- E. Provide electric latch retraction (**-EL**), power supply (**PS873**) and electric power transfer (**EPT-2**) where required for electrified exit devices.

2.7 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
 - 1. Manufacturer: Same manufacturer as for locking devices.
- B. High-Security Lock Cylinders: BHMA A156.30; Grade 1; permanent cores that are removable; face finished to match lockset.
- C. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide ten (10) construction master keys.

2.8 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.
 - 1. Great-Grand Master Key System: Change keys, a master key, a grand master key, and a great-grand master key operate cylinders to match existing keying system.
- B. Keys: Brass.
 - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: "DO NOT DUPLICATE."
 - 2. Quantity: In addition to one (1) extra key blank for each lock, provide the following:
 - a. Great-Grand Master Keys: Five (5).

2.9 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 - 1. Basis-of-Design Product:
 - a. LCN Closers; an Ingersoll-Rand company; **4040 Series**
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. SARGENT Manufacturing Company; an ASSA ABLOY Group company
 - b. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.
 - B. Door closers to have delayed action cylinder, sized to the door leaf size.
 - 1. Marked closer, shall be **Smoothee** series.
 - 2. Marked closer/stop, shall be **Cush-N-Stop** series.
 - C. Door closers are to be mounted on the least conspicuous side of the door. The hardware supplier shall consult with the Architect to verify applications and note mounting locations on the hardware schedule.
 - D. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- 2.10 OVERHEAD STOPS AND HOLDERS
- A. Overhead Stops and Holders: BHMA A156.8.
 - 1. Basis-of-Design Product:
 - a. Glynn-Johnson; an Ingersoll-Rand company; **90S**
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Architectural Builders Hardware Mfg., Inc.
 - b. Rockwood Manufacturing Company
 - c. SARGENT Manufacturing Company; an ASSA ABLOY Group company
 - d. Substitutions: In accordance with Section 012500 “Substitution Procedures”.
- 2.11 WEATHERSTRIPPING (DOOR GASKETING)
- A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
 - 1. Basis-of-Design Product:
 - a. Zero International
 - 1) Head and Jamb: **#328AA**, solid neoprene in an extruded aluminum housing.
 - 2) Sill: **#339AA** with extruded aluminum housing, solid neoprene.
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. National Guard Products.

- b. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
- c. Substitutions: In accordance with Section 012500 "Substitution Procedures".

2.12 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Basis-of-Design Product:
 - a. Pemko Manufacturing Co.; an ASSA ABLOY Group company; **2005AT**
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. National Guard Products
 - b. Zero International
 - c. Substitutions: In accordance with Section 012500 "Substitution Procedures".

2.13 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch-thick brass or bronze; with manufacturer's standard machine or self-tapping screw fasteners.
 - 1. Basis-of-Design Product:
 - a. Burns Manufacturing Incorporated
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. IVES Hardware; an Ingersoll-Rand company.
 - b. Rockwood Manufacturing Company.
 - c. Substitutions: In accordance with Section 012500 "Substitution Procedures".
 - 3. Kick Plates: 16 inches high.
- B. All plates are 2 inches less width of door on single doors, 1 inch less width of door on pairs.

2.14 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hager Companies
 - b. Rockwood Manufacturing Company
 - c. Stanley Commercial Hardware; Div. of The Stanley Works
 - d. Substitutions: In accordance with Section 012500 "Substitution Procedures".

2.15 AUXILIARY ELECTRIFIED DOOR HARDWARE

A. Auxiliary Electrified Door Hardware:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. GE Security, Inc.
 - b. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
 - c. Schlage Commercial Lock Division; an Allegion company.
 - d. Security Door Controls.
 - e. Substitutions: In accordance with Section 012500 "Substitution Procedures".

2.16 FABRICATION

- A. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- B. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 2. Spacers or Sex Bolts: For through bolting of doors.
 - a. All closers to be installed using through bolting.
 3. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.17 FINISHES

- A. Provide finishes complying with BHMA A156.18. Unless otherwise specified in the hardware sets or specification, materials and finishes for the buildings shall be as follows:
 1. BHMA 626 or 630.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations

in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with removable cores as indicated in keying schedule.
 - 2. Furnish permanent cores to Owner for installation.
- D. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
 - 1. Configuration: Provide least number of power supplies required to adequately serve doors with electrified door hardware.

- E. Thresholds: Set thresholds for doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- G. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- H. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, provide six (6) months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Provide parts and supplies that are the same as those used in the manufacture and installation of original products.

3.7 DOOR HARDWARE SCHEDULE

- A. Provide hardware as specified in the previous articles in sets according to the following schedule and as indicated in the Door Schedule on the Drawings.
- B. The hardware supplier shall meet with the Architect and/or Owner to determine lock functions and keying requirements.

HW-1**EACH TO HAVE:**

CONTINUOUS HINGES
1 EXIT LOCKSET
1 CLOSER
1 OH STOP
1 KICK PLATE
1 THRESHOLD
WEATHERSTRIPPING

DOOR: 101, 102, 103, 110, 112, 113,
114, 115, 117, 118, 119

HW-2**EACH TO HAVE:**

CONTINUOUS HINGES
1 EXIT DEVICE (CLASSROOM)
1 CLOSER
1 OH STOP
1 KICK PLATE
1 THRESHOLD
WEATHERSTRIPPING

DOOR: 104

HW-3**EACH TO HAVE:**

CONTINUOUS HINGES
1 EXIT DEVICE (BLANK)
1 CLOSER
1 OH STOP
1 KICK PLATE
1 THRESHOLD
WEATHERSTRIPPING

DOOR: 107

HW-4**EACH TO HAVE:**

CONTINUOUS HINGES
1 ELEC. EXIT DEVICE (CLASSROOM)
1 EXIT DEVICE (CLASSROOM)
2 CLOSER/STOPS
1 REMOVABLE MULLION
1 THRESHOLD
WEATHERSTRIPPING (BY AL. MAN.)

DOOR: 108

HW-5**EACH TO HAVE:**

CONTINUOUS HINGES
2 EXIT DEVICES (BLANK)
2 CLOSERS
2 OH STOPS
2 KICK PLATES
1 REMOVABLE MULLION
1 THRESHOLD
WEATHERSTRIPPING

DOOR: 106, 122

HW-6**EACH TO HAVE:**

CONTINUOUS HINGES
1 ELEC. EXIT DEVICE (CLASSROOM)
1 EXIT DEVICE (BLANK)
2 CLOSERS
2 OH STOPS
1 REMOVABLE MULLION
1 THRESHOLD
WEATHERSTRIPPING
(BY ALUM. MANUFACTURER)

DOOR: 109, 111

HW-7**EACH TO HAVE:**

CONTINUOUS HINGES
1 CLASSROOM LOCKSET
1 OH STOP
1 KICK PLATE
1 THRESHOLD
WEATHERSTRIPPING

DOOR: 105

HW-9**EACH TO HAVE:**

CONTINUOUS HINGES
2 EXIT DEVICES (BLANK)
2 CLOSERS
2 OH STOPS
1 REMOVABLE MULLION
1 THRESHOLD
WEATHERSTRIPPING
(BY ALUM. MANUFACTURER)

DOOR: 120, 129

HW-8**EACH TO HAVE:**

CONTINUOUS HINGES
1 EXIT LOCKSET
1 CLOSER
1 OH STOP
1 THRESHOLD
WEATHERSTRIPPING (BY AL. MAN.)

DOOR: 123, 124, 125, 126, 127, 128

HW-10**EACH TO HAVE:**

CONTINUOUS HINGES
1 EXIT DEVICE (CLASSROOM)
1 EXIT DEVICE (BLANK)
2 CLOSERS
2 OH STOPS
1 REMOVABLE MULLION
1 THRESHOLD
WEATHERSTRIPPING (BY AL. MAN.)

DOOR: 116, 121

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Glass for windows, doors, storefront framing and entrances.
 - 2. Glazing sealants and accessories.

1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations according to ASTM C 1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Accessory Samples: For gaskets and sealants, in 12-inch lengths. Install sealant Samples between two (2) strips of material representative in color of the adjoining framing system.
- D. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installers, glass testing agency and sealant testing agency.

- B. Product Test Reports: For tinted glass, coated glass, insulating glass, glazing sealants and glazing gaskets.
 - 1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- C. Preconstruction adhesion and compatibility test report.
- D. Sample Warranties: For special warranties.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- B. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- C. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- D. Mockups: Build mockups to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Install glazing in mockups specified in Sections 084113 "Aluminum-Framed Entrances and Storefronts" to match glazing systems required for Project, including glazing methods.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
 - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
 - 2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
 - 3. Test no fewer than eight (8) Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
 - 4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

- B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 40 deg F (4.4 deg C).

1.11 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
 - 1. Warranty Period: Ten (10) years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
 - 1. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cardinal Glass Industries
 - 2. DuPont™ Building Innovations
 - 3. Oldcastle BuildingEnvelope
 - 4. PPG Industries, Inc.
 - 5. Viracon, Inc.
 - 6. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
 - 1. Obtain tinted glass from single source from single manufacturer.

- C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E 1300.
 - 1. Design Wind Pressures: As indicated on Drawings or required per code.
 - 2. Maximum Lateral Deflection: For glass supported on all four (4) edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1-inch, whichever is less.
 - 3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
- C. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.
 - 3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
 - 4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
 - 5. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
 - 6. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."
 - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having

jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one (1) component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- E. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
- B. Tinted Annealed Float Glass: ASTM C 1036, Type I, Class 2 (tinted), Quality-Q3.
 - 1. Color: As selected by Architect and Owner from manufacturer's entire range, to match existing.
- C. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- D. Heat-Strengthened Float Glass: ASTM C 1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 - 2. For uncoated glass, comply with requirements for Condition A.
 - 3. For coated vision glass, comply with requirements for Condition C (other coated glass).
- E. Ceramic-Coated Spandrel Glass: ASTM C 1048, Condition B, Type I, Quality-Q3, and complying with other requirements specified.
 - 1. Glass: Tinted float.
 - 2. Ceramic Coating Color: As selected by Architect and Owner from manufacturer's full range, to match existing.

2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
 - 1. Construction: Laminate glass with polyvinyl butyl interlayer to comply with interlayer manufacturer's written recommendations.

2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
3. Interlayer Color: Clear unless otherwise indicated.

2.6 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
 1. Sealing System: Dual seal, with polyisobutylene and silicone primary and secondary.
 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.

2.7 FIRE-RESISTANCE-RATED GLAZING

- A. Fire-Resistance-Rated Glazing: Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-resistance ratings indicated, based on testing according to ASTM E 119 or UL 263.
- B. Fire-Resistance-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, that the glazing is approved for use in walls, and the fire-resistance rating in minutes.
- C. Laminated Glass with Intumescent Interlayers: Laminated glass made from multiple plies of uncoated, clear float glass; with intumescent interlayers; complying with testing requirements in 16 CFR 1201 for Category II materials.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. InterEdge, Inc., a subsidiary of AFG Industries, Inc.; **Pyrobel**
 - b. Pilkington Group Limited (distributed by Technical Glass Products); **PyroStop**
 - c. Vetrotech Saint-Gobain; **SGG Swissflam N2**
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.8 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one (1) of the following:
 1. EPDM complying with ASTM C 864.
 2. Silicone complying with ASTM C 1115.
 3. Thermoplastic polyolefin rubber complying with ASTM C 1115.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM, silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.
 1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.9 GLAZING SEALANTS

A. General:

1. Compatibility: Compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
4. Colors of Exposed Glazing Sealants: As selected by Architect and Owner from manufacturer's full range, to match adjacent.

- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; **790**
 - b. Pecora Corporation; **890**
 - c. Tremco Incorporated; **Spectrem 1**
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

- C. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.10 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, one hundred percent (100%) solids elastomeric tape; non-staining and non-migrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

2.11 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.12 FABRICATION

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
 - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep systems.
 - 3. Minimum required face and edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.

- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
 - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four (4) days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.8 DECORATIVE FILM SCHEDULE

- A. Decorative Film **GL-0**: Not used.

3.9 MONOLITHIC-GLASS SCHEDULE

- A. Glass Type **GL-1**: Not used.
- B. Glass Type **GL-2**: Not used.
- C. Glass Type **GL-3**: Not used.
- D. Glass Type **GL-4**: Not used.

3.10 LAMINATED GLASS SCHEDULE

- A. Glass Type **GL-5**: Not used.
- B. Glazing Type **GL-7**: Not used.

- C. Glass Type **GL-22**: Not used.

3.11 INSULATING-GLASS SCHEDULE

- A. Glass Type **GL-9**: Not used.
- B. Glass Type **GL-10**: Not used.
- C. Glass Type **GL-11**: Not used.
- D. Glass Type **GL-12**: Low-e-coated, tinted insulating glass.
1. Overall Unit Thickness: 1-inch.
 2. Thickness of Each Glass Lite: ¼-inch.
 3. Outdoor Lite: Tinted, heat-strengthened float glass.
 4. Interspace Content: Argon.
 5. Indoor Lite: Clear, heat-strengthened float glass.
 6. Low-E Coating: Pyrolytic on third surface.
- E. Glass Type **GL-13**: Low-e-coated, tempered, tinted insulating glass.
1. Overall Unit Thickness: 1-inch.
 2. Thickness of Each Glass Lite: ¼-inch.
 3. Outdoor Lite: Tinted, fully tempered float glass.
 4. Interspace Content: Argon.
 5. Indoor Lite: Clear, fully tempered float glass.
 6. Low-E Coating: Pyrolytic on third surface.
 7. Safety glazing required.
- F. Glass Type **GL-14**: Not used.
- G. Glass Type **GL-15**: Low-e-coated, tinted, frosted insulating glass.
1. Overall Unit Thickness: 1-inch.
 2. Thickness of Each Glass Lite: ¼-inch.
 3. Outdoor Lite: Tinted, frosted, heat-strengthened float glass.
 4. Interspace Content: Argon.
 5. Indoor Lite: Clear, heat-strengthened float glass.
 6. Low-E Coating: Pyrolytic on third surface.
- H. Glass Type **GL-16**: Not used.
- I. Glass Type **GL-18**: Not used.
- J. Glass Type **GL-20**: Not used.
- K. Glass Type **GL-25**: Not used.
- L. Glass Type **GL-26**: Not used.

3.12 INSULATING-LAMINATED-GLASS TYPES

- A. Glass Type **GL-17**: Low-e-coated, tinted, insulating laminated glass.
1. Overall Unit Thickness: Minimum 1-inch.
 2. Thickness of Outdoor Lite: ¼-inch.
 3. Outdoor Lite: Tinted, fully tempered float glass.
 4. Interspace Content: Argon.
 5. Indoor Lite: Clear laminated glass with two (2) plies of heat-strengthened float glass.
 - a. Thickness of Each Glass Ply: Minimum 1/8-inch.
 - b. Interlayer Thickness: 0.090-inch.
 6. Low-E Coating: Pyrolytic on second surface.
 7. Safety glazing required.
- B. Glass Type **GL-19**: Not used.
- C. Glass Type **GL-21**: Ceramic-coated, tinted, insulating laminated spandrel glass.
1. Overall Unit Thickness: Minimum 1-inch.
 2. Thickness of Outdoor Lite: ¼-inch.
 3. Outdoor Lite: Tinted, fully tempered float glass.
 4. Interspace Content: Argon.
 5. Indoor Lite: Clear laminated glass with two (2) plies of heat-strengthened float glass.
 - a. Thickness of Each Glass Ply: Minimum 1/8-inch.
 - b. Interlayer Thickness: 0.090-inch.
 6. Low-E Coating: Pyrolytic on second surface.
 7. Coating Location: Fourth surface.
 8. Safety glazing required.
- D. Glass Type **GL-23**: Not used.
- E. Glass Type **GL-27**: Not used.
- F. Glass Type **GL-28**: Not used.
- G. Glass Type **GL-29**: Not used.

3.13 FIRE-RESISTANCE-RATED GLAZING TYPES

- A. Glass Type **GL-6**: Not used.
- B. Glass Type **GL-8**: Not used.
- C. Glass Type **GL-24**: Not used.

END OF SECTION 088000

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.

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. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.

1.4 ACTION 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.
- C. Samples for Initial Selection: For units with factory-applied color finishes.

1.5 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:
 - 1. AWS D1.2, "Structural Welding Code - Aluminum."

- C. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 FIXED, EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal, Drainable-Blade Louver:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Airolite Company, LLC (The)
 - b. Arrow United Industries; a division of Mestek, Inc.
 - c. Greenheck Fan Corporation
 - d. Ruskin Company
 - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Louver Depth: 4 inches.
3. Frame and Blade Nominal Thickness: Not less than 0.081-inch.
4. Blade Angle: 45 degrees.
5. Mullion Type: Fully recessed.
6. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.2 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.

1. Screen Location for Fixed Louvers: Interior face.
2. Screening Type: Bird screening.

- B. Secure screen frames to louver frames with stainless-steel machine screws, spaced a maximum of 6 inches from each corner and at 12 inches o.c.

- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.

1. Metal: Same kind and form of metal as indicated for louver to which screens are attached. Reinforce extruded-aluminum screen frames at corners with clips.
2. Finish: Same finish as louver frames to which louver screens are attached.
3. Type: Rewirable frames with a driven spline or insert.

- D. Louver Screening for Aluminum Louvers:

1. Bird Screening: Aluminum, 5/8-inch- square mesh, 0.040-inch wire.

2.3 MATERIALS

- A. Aluminum Extrusions: ASTM B 221, Alloy 6063-T5.
- B. Aluminum Sheet: ASTM B 209, Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Aluminum Castings: ASTM B 26, Alloy 319.
- D. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use Phillips flat-head tamper-resistant screws for exposed fasteners unless otherwise indicated.
 - 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 - 3. For color-finished louvers, use fasteners with heads that match color of louvers.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.4 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 unless horizontal mullions are indicated.
- C. Maintain equal louver blade spacing 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 or flange 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 72 inches o.c., whichever is less.
 - 1. Fully Recessed Mullions: Where indicated, provide mullions fully recessed behind louver blades. Where length of louver exceeds fabrication and handling limitations, fabricate with close-fitting blade splices designed to permit expansion and contraction.
 - 2. Exterior Corners: Prefabricated corner units with mitered and welded blades and with semi-recessed mullions at corners.
- G. Provide subsills made of same material as louvers for recessed louvers.

- H. Join frame members to each other and to fixed louver blades with fillet welds, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

2.6 ALUMINUM FINISHES

- A. High-Performance Organic Finish: 2-coat fluoropolymer finish complying with AAMA 2605 and containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: As selected by Architect and Owner from manufacturer's entire range, including custom colors, to match adjacent finishes.

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 Section 079200 "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 Architect, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 089000

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653, G60, hot-dip galvanized unless otherwise indicated.
- B. Studs and Tracks: ASTM C 645.
 - 1. Steel Studs and Tracks:
 - a. Minimum Base-Metal Thickness: 20-gauge.
 - b. Depth: As indicated on Drawings.

2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Rigid Connections: Universal framing clip to attach and support rigid framing conditions including shear, tension and two-axis loading.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Dietrich Metal Framing; **Uni-Clip**.
- b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.3 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8-inch from the plane formed by faces of adjacent framing.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Interior gypsum board.

- B. Related Requirements:

- 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Samples: For the following products:

- 1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

- C. Do not install panels that are wet, moisture damaged, and mold damaged.

- 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Georgia-Pacific Gypsum LLC
 - 2. National Gypsum Company
 - 3. USG Corporation
 - 4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Abuse-Resistant Gypsum Board: ASTM C 1629.
 - 1. Core: As indicated on Drawings.
 - 2. Surface Abrasion: Meets or exceeds Level 3 requirements.
 - 3. Surface Indentation: Meets or exceeds Level 1 requirements.
 - 4. Single-Drop Soft-Body Impact: Meets or exceeds Level 1 requirements.
 - 5. Long Edges: Tapered.
 - 6. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

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

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- C. Acoustical Joint Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; **AC-20 FTR**
 - b. Specified Technologies, Inc.; **Smoke N Sound Acoustical Sealant**
 - c. USG Corporation; **SHEETROCK Acoustical Sealant**
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
 - 2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.

- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16-inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Form control and expansion joints with space between edges of adjoining gypsum panels.
- E. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide ¼- to ½-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board where indicated on Drawings.
- B. Single-Layer Application:
 - 1. On partitions/walls, apply gypsum panels in most economical direction, with ends and edges occurring over firm bearing unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
 - 2. Bullnose Bead: Use at outside corners.
 - 3. LC-Bead: Use at exposed panel edges.
 - 4. L-Bead: Use where indicated.
 - 5. U-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 5: At panel surfaces that will be exposed to view, receiving eggshell, semi-gloss and gloss enamels.
 - 2. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or blotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Suspended ceiling components.
 - 2. Structural members to which suspension systems will be attached.
 - 3. Size and location of initial access modules for acoustical panels.
 - 4. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - 5. Perimeter moldings.
- B. Product Test Reports: For each acoustical panel ceiling, for tests performed by a qualified testing agency.
- C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

1.5 CLOSEOUT SUBMITTALS

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

1.6 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. Acoustical Ceiling Panels: Full-size panels equal to two percent (2%) of each type of quantity installed.
 - 2. Suspension-System Components: Quantity of each exposed component equal to two percent (2%) of quantity installed.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than forty-eight (48) hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.
- C. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
2. Suspension System: Obtain each type from single source from single manufacturer.

B. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15¾ inches away from test surface according to ASTM E 795.

C. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANEL MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.
4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.4 ACOUSTICAL PANELS

A. Basis-of-Design Product (as a minimum, but to match existing):

1. Armstrong World Industries, Inc.; **Armatuff**
2. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
 - a. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
 - b. Pattern: CE (perforated, small holes and lightly textured).
3. Color: White.
4. LR: Not less than 0.87.
5. NRC: Not less than 0.50.
6. Edge/Joint Detail: Square Lay-In.
7. Thickness: ¾ inch.
8. Modular Size: 24 by 24 inches.
9. Color: White.

- B. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.5 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.
- B. Attachment Devices: Size for five (5) times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five (5) times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Post-installed expansion anchors.
 - b. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316 for bolts; Alloy 304 or 316 for anchor.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at three (3) times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire but provide not less than 0.106-inch-diameter wire.
- D. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- E. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- F. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.

2.6 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
 - 4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

- B. Wide-Face, Double-Web, Hot-Dip Galvanized, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized according to ASTM A 653; with prefinished, cold-rolled, 15/16-inch-wide flanges.
 - 1. Basis-of-Design Product:
 - a. Armstrong World Industries, Inc.; **Prelude XL 15/16 Inch Exposed Tee System**
 - 2. Structural Classification: Heavy-duty system.
 - 3. Face Design: Flat, flush.
 - 4. Finish: Painted white.

2.7 METAL EDGE MOLDINGS AND TRIM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
 - 4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Roll-Formed, Sheet-Metal Edge Moldings: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 - 1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
 - 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.8 ACOUSTICAL SEALANT

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Acoustical Sealant for Exposed and Concealed Joints:
 - a. Pecora Corporation; **AC-20 FTR Acoustical and Insulation Sealant**
 - b. USG Corporation; **SHEETROCK Acoustical Sealant**
 - c. Substitutions: Under provisions of Division 01 Section "Substitution Procedures".
- B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - 1. Exposed and Concealed Joints: Non-sag, paintable, non-staining latex sealant.
 - 2. Acoustical sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, according to manufacturer's written instructions and Cisca's "Ceiling Systems Handbook."
 - 1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three (3) tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 6. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 7. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.

8. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
 - C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four (4) tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
 - D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8-inch in 12 feet. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
 - E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
 - F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 2. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 3. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.
- 3.4 CLEANING
- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

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. Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Galvanized metal.

1.3 DEFINITIONS

- A. Gloss Level 5: 35 to 70 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 each type of paint system and 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.
- C. 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 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: Five percent, (5%) but not less than 1 gal. of each material and color applied.

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 (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds eighty-five percent (85%); at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Behr Process Corporation
 - 2. Benjamin Moore & Co.
 - 3. Duron, Inc.
 - 4. ICI Paints
 - 5. PPG Architectural Finishes, Inc.
 - 6. Sherwin-Williams Company (The)
 - 7. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

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 Architect and Owner from manufacturer's full range, to match existing where required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. 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 (2) paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. 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 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 impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 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.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 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 undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. 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.

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, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Galvanized-Metal Substrates:

1. Water-Based Light Industrial Coating System, **MPI EXT 5.3J**:
 - a. Prime Coat: Primer, galvanized, water based, **MPI #134**.
 - 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**.

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. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete masonry units (CMU).
 - 2. Steel.
 - 3. Wood.
 - 4. Gypsum board.
 - 5. Plaster.
- B. Related Requirements:
 - 1. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

- A. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 2. Include VOC content.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

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

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 (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds eighty-five percent (85%); at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. ICI Paints
 - 3. Sherwin-Williams Company (The)
 - 4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

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. Non-Flat Paints and Coatings: 150 g/L.
3. Dry-Fog 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.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

- D. Colors and Gloss: As selected by Architect and Owner from manufacturer's full range, to match existing where required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings 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 (2) paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Masonry (Clay and CMUs): Twelve percent (12%).
 2. Wood: Fifteen percent (15%).
 3. Gypsum Board: Twelve percent (12%).
 4. Plaster: Twelve percent (12%).
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI 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 impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- E. 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.
- F. Wood Substrates:
 - 1. Sand surfaces that will be exposed to view and dust off.
 - 2. Prime edges, ends, faces, undersides, and backsides of wood.

3.3 APPLICATION

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

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

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: 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, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Latex System:

- a. Block Filler: Block filler, latex, interior/exterior, **MPI #4**.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, eggshell, (Gloss Level 3), **MPI #52**.

B. Steel Substrates:

1. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer, rust-inhibitive, water based, **MPI #107**.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, eggshell (Gloss Level 3), **MPI #145**.

C. Wood Substrates: Wood trim.

1. Latex over Latex Primer System **MPI INT 6.3T**:

- a. Prime Coat: Primer, latex, for interior wood, **MPI #39**.
- b. Topcoat: Latex, interior, gloss (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), **MPI #114**.

D. Gypsum Board and Plaster Substrates:

1. Latex System:

- a. Prime Coat: Primer sealer, latex, interior, **MPI #50**.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, eggshell, (Gloss Level 3), **MPI #52**.

END OF SECTION 099123

SECTION 101400 - SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Panel signs.
 - 2. Field-applied, vinyl-character signs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights.
 - 3. Provide message list, typestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
- C. Samples: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors available for the following:
 - 1. Acrylic Sheet: Full-size Sample for each color required.
 - 2. Field-Applied, Vinyl-Character Signs: Full-size Sample of characters on glass.
- D. Sign Schedule: Use same designations indicated on Drawings or as listed in special schedule.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Warranty: Special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

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

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

- B. Source Limitations for Signs: Obtain each sign type indicated from one (1) source from a single manufacturer.
- C. Regulatory Requirements: Comply with applicable provisions in 2010 ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors.
 - c. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."
- B. Sign finish shall comply with the following performance requirements:
 - 1. Durability: Sign finish shall show no effect after repeated use of cleaners.
- C. Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 MATERIALS

- A. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).
- B. Vinyl Film: UV-resistant vinyl film of nominal thickness indicated, with pressure-sensitive, permanent adhesive on back; die cut to form characters or images as indicated and suitable for exterior applications.

2.3 PANEL SIGNS

- A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Best Sign Systems, Inc.
 2. Bayuk Graphic Systems, Inc.
 3. Intelligent Signage, Inc.
 4. Seton Identification Products.
 5. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Interior Panel Signs: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16-inch measured diagonally from corner to corner.
- C. Interior Signs: Provide matte finish plaques in sizes to accommodate the message indicated in the Signage Schedule on the Door Schedule and the Signage Details drawing in the Construction Documents. Fabricate of acrylic plastic conforming to ASTM D 709, Type NDP minimum 3/16-inch for non-slotted and 1/8-inch for slotted signs. Provide with rounded corners.
1. Graphics Application:
 - a. Raised Letters: Chemically weld 1/16-inch-thick acrylic message letters to front surface of plaque prior to application of background color to rear of sheet. These shall comply with Section 703.2.3 (not italic, oblique, script or decorative) and 703.2.4 (1-inch character height) of the ICC/ANSI A117.1 Code.
 - b. Pictogram: Each sign shall be provided with an international symbol of accessibility per Section 4.30.7 (Figure 43 a and b) of the Americans with Disabilities Act. The raised image pictogram shall be placed within the limits of the sign panel insert and to the right of the text.
 - c. Messages:
 - 1) Typeface: Helvetica Medium, with accompanying Grade 2 Braille message.
 - 2) Type Size: 1-inch large and small case, with width, height and stroke complying with the requirements of Section 703.2.5 (maximum stroke width fifteen percent (15%) of the height of each letter at the top surface of the character and thirty percent (30%) maximum of the height of each letter at the base; character spacing 1/8-inch minimum and four (4) times the tactile character stroke width maximum and spacing between lines shall be between one hundred thirty-five percent (135%) and one hundred seventy percent (170%) of the tactile character height) of the ICC/ANSI A117.1 Code.
 - 3) Background Color: In color selected by Architect and Owner from manufacturer's full range, except for accessibility pictogram background, which will be blue. Message Color: White.

2.4 FIELD-APPLIED, VINYL-CHARACTER SIGNS

- A. Field-Applied, Vinyl-Character Sign: Prespaced characters die cut from 3- to 3.5-mil thick, weather-resistant vinyl film with release liner on the back and carrier film on the front for on-site alignment and application.
1. Manufacturers: Subject to compliance with requirements, available products by one of the following:

- a. Apco Graphics
 - b. FDC Graphic Films
 - c. LG Hausys America
 - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Size: As indicated on Drawings.
3. Substrate: Doors and windows.
4. Text and Font: As indicated on Drawings, Helvetica.

2.5 FABRICATION

- A. General: Provide manufacturer's standard signs of configurations indicated.
 1. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 2. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.

2.6 FINISHES, GENERAL

- A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 ACRYLIC SHEET FINISHES

- A. Colored Coatings for Acrylic Sheet: For copy and background colors, provide colored coatings, including inks, dyes, and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and that are UV and water resistant for five (5) years for application intended.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 INSTALLATION

- A. Locate signs where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.

2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Wall-Mounted Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.
 1. Silicone-Adhesive Mounting: Attach signs to irregular, porous, or vinyl-covered surfaces.
 - C. Field-Applied, Vinyl-Character Signs: Clean and dry substrate. Align sign characters in final position before removing release liner. Remove release liner in stages, and apply and firmly press characters into final position. Press from the middle outward to obtain good bond without blisters or fishmouths. Remove carrier film without disturbing applied vinyl film.
- 3.3 CLEANING AND PROTECTION
- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
 - B. Remove temporary protective coverings and strippable films as signs are installed.
 - C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101400

SECTION 122113 - HORIZONTAL LOUVER BLINDS

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. Horizontal louver blinds with aluminum slats.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting horizontal louver blinds and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication and installation details for horizontal louver blinds.
- C. Samples: For each exposed product and for each color and texture specified, 12 inches long.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of horizontal louver blind.
- B. Product Test Reports: For each type of horizontal louver blind, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For horizontal louver blinds to include in maintenance manuals.

1.6 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. Horizontal Louver Blinds: Full-size units equal to five percent (5%) of quantity installed for each size, color, texture, pattern, and gloss indicated, but no fewer than two (2) units.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver horizontal louver blinds in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install horizontal louver blinds until construction and wet and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where horizontal louver blinds are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain horizontal louver blinds from single source from single manufacturer.

2.2 HORIZONTAL LOUVER BLINDS, ALUMINUM SLATS

- A. Basis-of-Design Product:
 - 1. SWF Contract; **Bali Aluminum Horizontal Blind**
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Hunter Douglas Contract
 - 2. Levolor Contract; a Newell Rubbermaid company
 - 3. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Slats: Aluminum; alloy and temper recommended by producer for type of use and finish indicated; with crowned profile and radius corners.
 - 1. Width: 2-inch.
 - 2. Thickness: Not less than 0.008-inch.
 - 3. Spacing: Manufacturer's standard.
 - 4. Finish: Ionized antistatic, dust-repellent, baked polyester finish.
 - 5. Features:
 - a. Lift-Cord Rout Holes: Minimum size required for lift cord and located near back (outside) edge of slat to maximize slat overlap and minimize light gaps between slats.

- D. Headrail: Formed steel or extruded aluminum; long edges returned or rolled. Headrails fully enclose operating mechanisms on three (3) sides.
 - 1. Capacity: One (1) blind per headrail unless otherwise indicated.
 - 2. Ends: Manufacturer's standard.
 - 3. Manual Lift Mechanism:
 - a. Lift-Cord Lock: Variable; stops lift cord at user-selected position within blind full operating range.
 - b. Operator: Extension of lift cord(s) through lift-cord lock mechanism to form cord pull.
 - 4. Manual Tilt Mechanism: Enclosed worm-gear mechanism and linkage rod that adjusts ladders.
 - a. Tilt: Full.
 - b. Operator: Clear-plastic wand.
 - c. Over-Rotation Protection: Manufacturer's detachable operator or slip clutch to prevent over rotation of gear.
 - 5. Manual Lift-Operator and Tilt-Operator Lengths: Manufacturer's standard.
 - 6. Manual Lift-Operator and Tilt-Operator Locations: Right side and left side of headrail, respectively unless otherwise indicated.
- E. Bottom Rail: Formed-steel or extruded-aluminum tube that secures and protects ends of ladders and lift cords and has plastic- or metal-capped ends.
 - 1. Type: Manufacturer's standard.
- F. Lift Cords: Manufacturer's standard braided cord.
- G. Ladders: Evenly spaced across headrail at spacing that prevents long-term slat sag.
 - 1. Type: Braided cord.
- H. Valance: Manufacturer's standard.
- I. Mounting Brackets: With spacers and shims required for blind placement and alignment indicated.
 - 1. Type: Ceiling.
 - 2. Intermediate Support: Provide intermediate support brackets to produce support spacing recommended by blind manufacturer for weight and size of blind.
- J. Colors, Textures, Patterns, and Gloss:
 - 1. Slats: As selected by Architect and Owner from manufacture's entire range.
 - 2. Components: Provide rails, cords, ladders, and materials exposed to view matching or coordinating with slat color unless otherwise indicated.

2.3 HORIZONTAL LOUVER BLIND FABRICATION

- A. Product Safety Standard: Fabricate horizontal louver blinds to comply with WCMA A 100.1 including requirements for corded, flexible, looped devices; lead content of components; and warning labels.
- B. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F (23 deg C):
 - 1. Outside of Jamb Installation: Width and length as indicated, with terminations between blinds of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Concealed Components: Non-corrodible or corrosion-resistant-coated materials.
 - 1. Lift-and-Tilt Mechanisms: With permanently lubricated moving parts.
- D. Mounting and Intermediate Brackets: Designed for removal and reinstallation of blind without damaging blind and adjacent surfaces, for supporting blind components, and for bracket positions and blind placement indicated.
- E. Installation Fasteners: No fewer than two (2) fasteners per bracket, fabricated from metal noncorrosive to brackets and adjoining construction; type designed for securing to supporting substrate; and supporting blinds and accessories under conditions of normal use.
- F. Color-Coated Finish:
 - 1. Metal: For components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 INSTALLATION

- A. Install horizontal louver blinds level and plumb, aligned and centered on openings, and aligned with adjacent units according to manufacturer's written instructions.
 - 1. Install mounting and intermediate brackets to prevent deflection of headrails.
 - 2. Install with clearances that prevent interference with adjacent blinds, adjacent construction, and operating hardware of glazed openings, other window treatments, and similar building components and furnishings.

3.3 ADJUSTING

- A. Adjust horizontal louver blinds to operate free of binding or malfunction through full operating ranges.

3.4 CLEANING AND PROTECTION

- A. Clean horizontal louver blind surfaces after installation according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer and that ensures that horizontal louver blinds are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged horizontal louver blinds that cannot be repaired in a manner approved by Architect before time of Substantial Completion.

END OF SECTION 122113

SECTION 122116 - VERTICAL LOUVER BLINDS

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. Vertical louver blinds with aluminum vanes.

B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting vertical louver blinds and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For vertical louver blinds, include fabrication and installation details.
- C. Samples: For each exposed product and for each color and texture specified, 12 inches long.
- D. Product Schedule: For vertical louver blinds. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For vertical louver blinds to include in maintenance manuals.

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. Vertical Louver Blinds: Full-size units equal to five percent (5%) of quantity installed for each size, color, texture, pattern, and finish indicated, but no fewer than two (2) units.
 - 2. Vanes: Furnish quantity of full-size units equal to five percent (5%) of quantity installed for each type, size, texture, pattern, and finish indicated, but no fewer than two (2) units.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver vertical louver blinds in factory packages, marked with manufacturer and product name, and location of installation using same designations indicated on Drawings.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install vertical louver blinds until construction and wet-work and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where vertical louver blinds are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain vertical louver blinds from single source from single manufacturer.

2.2 VERTICAL LOUVER BLINDS, ALUMINUM VANES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Hunter Douglas Contract
 - 2. Levolor Contract; a Newell Rubbermaid company
 - 3. SWF Contract
 - 4. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Vanes: Aluminum, alloy, and temper recommended by producer for type of use and finish indicated; with crowned profile and not less than 3/8-inch overlap when rotated fully closed.
 - 1. Width: 3½ inches.
- C. Headrail: Channel, extruded aluminum with long edges returned or rolled and ends capped. Headrail encloses operating mechanisms including carrier-spacing mechanism that provides uniform vane spacing when blinds are traversed fully across headrail (closed).
 - 1. Manual Traverse Control: Wand.
 - 2. Manual Rotation Control: Nickel-plated, metal bead chain.
 - 3. Manual Control Locations: Right and left.
 - 4. Draw and Stack: Two-way, center split.
 - 5. Cord-Tensioner Mounting: Sill.
- D. Carriers: Engineered plastic with gears to align and synchronize vane rotation and stems that allow vane removal and replacement. Lead carriers have self-lubricating wheels or elongated bearing surfaces; remaining carriers have self-lubricating wheels.
- E. Valance: Manufacturer's standard with vane insert.

- F. Mounting Brackets: With spacers and shims required for blind placement and alignment indicated.
 - 1. Type: Overhead.
 - 2. Intermediate Support: Provide intermediate support brackets to produce support spacing recommended by blind manufacturer for weight and size of blind.
- G. Colors, Textures, and Patterns:
 - 1. Vanes: As selected by Architect from manufacturer's full range.
 - 2. Components: Provide materials exposed to view matching or coordinating with vanes unless otherwise indicated.

2.3 VERTICAL LOUVER BLIND FABRICATION

- A. Product Safety Standard: Fabricate vertical louver blinds to comply with WCMA A 100.1 including requirements for corded, flexible, looped devices; lead content of components; and warning labels.
- B. Unit Sizes: Fabricate units in sizes to cover window and other openings as follows, measured at 74 deg F (23 deg C):
 - 1. Outside of Jamb Installation: Width and length as indicated, with terminations between blinds of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Concealed Components: Noncorrodible or corrosion-resistant-coated materials.
 - 1. Rotation-and-Traverse Mechanisms: With permanently lubricated moving parts.
- D. Installation Brackets: Designed for easy removal and reinstallation of blind, for supporting headrail, valance, and operating hardware and for bracket positions and blind mounting method indicated.
- E. Installation Fasteners: No fewer than two (2) fasteners per bracket, fabricated from metal noncorrosive to brackets and adjoining construction; type designed for securing to supporting substrate; and supporting blinds and accessories under conditions of normal use.
- F. Color-Coated Finish: For metal components exposed to view unless anodized or plated finish is indicated. Apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.

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

3.2 INSTALLATION

- A. Install vertical louver blinds level and plumb, aligned and centered on openings, and aligned with adjacent units according to manufacturer's written instructions.
 - 1. Locate so exterior vane edges are not closer than 2 inches from interior faces of glass and not closer than 1½ inches from interior faces of glazing frames through full operating ranges of blinds.
 - 2. Install mounting and intermediate brackets to prevent deflection of headrails.
 - 3. Install with clearances that prevent interference with adjacent blinds, adjacent construction, and operating hardware of glazed openings, other window treatments, and similar building components and furnishings.

3.3 ADJUSTING

- A. Adjust vertical louver blinds to operate free of binding or malfunction through full operating ranges.

3.4 CLEANING AND PROTECTION

- A. Clean vertical louver blind surfaces after installation according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures that vertical louver blinds are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged vertical louver blinds that cannot be repaired in a manner approved by Architect before time of Substantial Completion.

END OF SECTION 122116

SECTION 122413 - ROLLER WINDOW SHADES

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. Manually operated roller shades with single rollers.

- B. Related Requirements:

- 1. Section 012300 "Alternates".
 - 2. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting roller shades and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions for roller shades.

- B. Shop Drawings: Show fabrication and installation details for roller shades, including shadeband materials, their orientation to rollers, and their seam and batten locations.

- C. Samples: For each exposed product and for each color and texture specified, 10 inches long.

- D. Product Schedule: For roller shades. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

- B. Product Certificates: For each type of shadeband material, signed by product manufacturer.

- C. Product Test Reports: For each type of shadeband material, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

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

1.6 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. Roller Shades: Full-size units equal to five percent (5%) of quantity installed for each size, color, and shadeband material indicated, but no fewer than two (2) units.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roller shades in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Draper, Inc.
 - 2. Hunter Douglas Architectural
 - 3. Levolor
 - 4. MechoShade Systems, Inc.
 - 5. OEM Shades Inc.
 - 6. SWF Contract
 - 7. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Source Limitations: Obtain roller shades from single source from single manufacturer.

2.2 MANUALLY OPERATED SHADES WITH SINGLE ROLLERS

- A. Chain-and-Clutch Operating Mechanisms: With continuous-loop bead chain and clutch that stops shade movement when bead chain is released; permanently adjusted and lubricated.

1. Bead Chains: Stainless-steel.
 - a. Loop Length: Full length of roller shade.
 - b. Limit Stops: Provide upper and lower ball stops.
 - c. Chain-Retainer Type: Chain tensioner, sill mounted.
 2. Spring Lift-Assist Mechanisms: Manufacturer's standard for balancing roller-shade weight and lifting heavy roller shades.
 - a. Provide for shadebands that weigh more than 10 lb or for shades as recommended by manufacturer, whichever criteria are more stringent.
 - B. Rollers: Corrosion-resistant steel or extruded-aluminum tubes of diameters and wall thicknesses required to accommodate operating mechanisms and weights and widths of shadebands indicated without deflection. Provide with permanently lubricated drive-end assemblies and idle-end assemblies designed to facilitate removal of shadebands for service.
 1. Roller Drive-End Location: Right side of inside face of shade.
 2. Direction of Shadeband Roll: Regular, from back of roller.
 3. Shadeband-to-Roller Attachment: Manufacturer's standard method.
 - C. Mounting Hardware: Brackets or endcaps, corrosion resistant and compatible with roller assembly, operating mechanism, installation accessories, and mounting location and conditions indicated.
 - D. Shadebands:
 1. Shadeband Material: Light-filtering fabric.
 2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
 - a. Type: Enclosed in sealed pocket of shadeband material.
 - E. Installation Accessories:
 1. Exposed Headbox: Rectangular, extruded-aluminum enclosure including front fascia, top and back covers, endcaps, and removable bottom closure.
 - a. Height: Manufacturer's standard height required to enclose roller and shadeband assembly when shade is fully open, but not less than 4 inches.
 2. Endcap Covers: To cover exposed endcaps.
 3. Installation Accessories Color and Finish: As selected from manufacturer's entire range.
- 2.3 SHADEBAND MATERIALS
- A. Shadeband Material Flame-Resistance Rating: Comply with NFPA 701. Testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - B. Light-Filtering Fabric: Woven fabric, stain and fade resistant.
 1. Source: Roller-shade manufacturer.
 2. Type: Thermoplastic olefin, PVC-free.

3. Weave: Basketweave.
4. Roll Width: 96 inches.
5. Orientation on Shadeband: Up the bolt.
6. Openness Factor: One percent (1%).
7. Color: As selected by Architect and Owner from manufacturer's full range.

2.4 ROLLER-SHADE FABRICATION

- A. Product Safety Standard: Fabricate roller shades to comply with WCMA A 100.1, including requirements for flexible, chain-loop devices; lead content of components; and warning labels.
- B. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F (23 deg C):
 1. Outside of Jamb Installation: Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Shadeband Fabrication: Fabricate shadebands without battens or seams to extent possible except as follows:
 1. Vertical Shades: Where width-to-length ratio of shadeband is equal to or greater than 1:4, provide battens and seams at uniform spacings along shadeband length to ensure shadeband tracking and alignment through its full range of movement without distortion of the material.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ROLLER-SHADE INSTALLATION

- A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions.

3.3 ADJUSTING

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

3.4 CLEANING AND PROTECTION

- A. Clean roller-shade surfaces after installation, according to manufacturer's written instructions.

- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION 122413

SECTION 123661 – SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-surface-material sills.

1.3 ACTION SUBMITTALS

- A. Product Data: For materials.
- B. Shop Drawings: For sills. Show materials, finishes, edge profiles, and methods of joining.
 - 1. Show direction of directional pattern, if any.
- C. Samples: For the following products:
 - 1. Sill material, 6 inches square.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For solid surface material to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate sills similar to that required for this Project, and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of sills.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions by field measurements before fabrication is complete.

1.8 COORDINATION

- A. Coordinate locations of utilities that will penetrate materials.

PART 2 - PRODUCTS

2.1 SOLID-SURFACE-MATERIAL

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. E. I. du Pont de Nemours and Company
 - b. Formica Corporation
 - c. LG Chemical, Ltd.
 - d. Wilsonart International
 - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
 - 2. Type: Provide Standard Type unless Special Purpose Type is indicated.
 - 3. Colors and Patterns: As selected by Architect and Owner from manufacturer's full range, to match existing, where required.

2.2 SUBSTRATE MATERIALS

- A. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.3 FABRICATION

- A. Fabricate according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 - 1. Grade: Custom.
- B. Sills: ½-inch- thick, solid surface material with front edge built up with same material.
- C. Fabrication: Fabricate in one (1) piece with shop-applied edges. Comply with solid-surface-material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
- D. Joints: Fabricate without joints.

2.4 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.
- B. Sealant: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to receive solid surface material and conditions under which sills will be installed, 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 INSTALLATION

- A. Install level to a tolerance of 1/8-inch in 8 feet, 1/4-inch maximum. Do not exceed 1/64-inch difference between planes of adjacent units.
- B. Secure with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match sill, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- C. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661